The Solicitors Journal.

LONDON, MAY 9, 1885.

CURRENT TOPICS.

We believe it is the fact that the Chancery Chambers Committee meets with great regularity once a week. No doubt important discussions take place; but the question which most interests the profession is, When will the report be ready, and will a unanimous report ever be arrived at? If the recommendations should be such as to need legislation to carry them out, the time within which such legislation will be possible this year is rapidly passing by.

Mr. Justice Field is still occupied in hearing the chancery action of *Hordern* v. *Faulkner*, which bids fair to keep him from his other duties for some days longer. It is generally understood that the experience of the learned judge in trying Chancery actions has not filled him or his colleagues on the bench of the Queen's Bench Division with an ardent desire to perform the functions of additional judge of the Chancery Division.

The London Gazette, of the 1st inst. contained a return showing the number of receiving orders in the High Court, and in the several county courts having bankruptcy jurisdiction in England and Wales, gazetted in the quarters ended respectively 31st of March, 1884, and 31st of March, 1885. The total figures show that the receiving orders made during the first quarter were 700, and during the last quarter 1,124. The fairness of taking, for the purpose of contrast, the very first quarter of the Act's working may be doubted, and it would be interesting to know whether the quarter ending 31st of March last shows any considerable increase over the quarter ending 31st of December last. In the last quarter Liverpool stands at the head of the provincial courts, with an aggregate of 47 receiving orders, as against 25 in the same quarter in 1884. On the other hand, Manchester, which had 12 receiving orders in the quarter ending 31st of March, 1884, had actually only 5 in the quarter ending 31st of March, 1885.

It is a well-established rule that an undertaking imposed by the court upon parties seeking for certain classes of orders, such as injunctions, can be enforced in the same way as an order made by the court. The principle on which this rule is founded would appear to arise from the fact that the court only grants the injunction or other order upon the condition that the undertaking is given. The question whether such an undertaking should be given by a solicitor, and not by counsel, arose before Mr. Justice Chitty last week in a case of *Waller* v. *Brown* (*ante*, p. 435), and, after consulting several other judges, he decided that the undertaking must, when the case is heard in court, be given by counsel on behalf of the party for whom he appears. The only exception to this is where a party appears in person, or where a solicitor personally undertakes, in the absence of his client, to do some act, such as to pay money into court; in these cases the custom in the Chancery Division is for the suitor in person or for the solicitor to sign an undertaking in the registrar's book. These undertakings can also be enforced in precisely the same manner as an order to do the act could be enforced. The practice is so ancient and well-established that it is difficult to conjecture what the grounds for any doubt on the subject could have been. In the chambers of the Chancery judges, where solicitors have audience, such undertakings are given by solicitors orally, and only where a suitor appears in person before the judge in chambers or before the chief clerk, is a written undertaking required.

The chief point in the proposals of the Chancellor of the Exchequer for the assimilation of the "death duties" on real estate to those payable on personal property is based on a suggestion long ago made by Mr. Dodds, M.P. There is to be a uniform duty at the rate of three per cent., as an equivalent of the probate duty, on all properties now exempt from probate duty. This duty, in the case of real property, is to be computed on the capital value, and is to be payable by four annual instalments. It is, like the probate duty on personalty under the Act of 1881, to absorb the one per cent. rate of succession duty. The effect of this change, in an extreme instance, is shown in Mr. Dodds' pamphlet, as follows:—

"In the Midland counties there is a considerable ducal estate, according to Domesday Book it is situated in four counties, and extends to nearly 35,000 acres, and the rental is stated to be £50,000. I estimate this estate to be worth £1,500,000. In the event of the present owner of this estate dying, he would be succeeded by the heir presumptive, who is now sixty-four years of age, and who would be liable to succession duty at three per cent. The duty could not possibly be as much as £12,800. But take personalty of the same value, under similar circumstances, what would be the charge upon it in the form of death duties?

The probate duty upon £1,500,000 amounts to . . .	£45,000
And the legacy duty, at three per cent., amounts to .	45,000
Total . . .	£90,000

In the one case real property, permanent and enduring in its character, pays death duty amounting only to £12,800, and personalty of a much less permanent character pays death duties amounting to £90,000."

The question of the difficulty and cost of preparing and passing an inventory of real estate will, of course, depend on the regulations which may be adopted by the Inland Revenue Office as to ascertaining the capital value of the real estate; but it is easy to see that, unless some provision on the subject is made by the Bill which is to carry out the proposals, there may be great difficulty in satisfying the office as to the value of an estate. The gross rents, where let, or, if not let, the assessment to the property tax or poor rate will, no doubt, have to be stated, as in the case of leasehold property; but what is to be done as to ascertaining the value in cases such as *Attorney-General* v. *Lord Sefton* (2 H. & C. 362)—in the present state of agricultural depression, too common—of land at the time of death not yielding income, nor "capable of being used productively for agricultural or other purposes"? Again, is the new account duty to be made a charge on the land like succession duty?

The reader will find in another column a report of the case of *In re Queade's Trusts*, which, upon several grounds, is worthy of his attention. To cut the points at issue down to their smallest compass, we may state that, in 1847, a married woman, then a minor, joined with her husband in making a post-nuptial settlement, by which she and her husband purported to covenant that all property "which the wife, or her said husband in her right, was then or should, during the coverture, be possessed of or entitled to," should be assured upon certain trusts therein mentioned. By the same settlement the wife took certain benefits, which she would not otherwise have taken; and Mr. Justice Chitty has decided (1) that she was not bound by her covenant to settle certain property which accrued to her in title after the coming into operation of the Married Women's Property Act, 1882; and (2) that she was bound to make compensation, by virtue of the doctrine of election, out of, or to the extent of, the extraneous benefits (as they may be styled) taken by her under the settlement, notwithstanding that, as to such benefits, she was

restrained from anticipation. We do not know what the learned judge meant when he stated that the decision of Mr. Justice PEARSON in *In re Stonor's Trusts* (L. R. 24 Ch. D. 195), was "apparently adverse" to his own. In the last-named case Mr. Justice PEARSON merely decided that an ante-nuptial covenant to settle "after-acquired property," by virtue of section 19 of the Act, is valid and binding to the same extent as it would have been if the Act had never been passed; and since, in *In re Queade's Trusts*, Mr. Justice CHITTY pointed out that the covenant was, under the law previous to the Act, not only voidable, but absolutely void, and since he held that it was not binding, we cannot imagine how any person could imagine himself to perceive any conflict between *In re Stonor's Trusts* and Mr. Justice CHITTY's judgment upon the first point of the case. With the second point, on the doctrine of election, the decision in *In re Stonor's Trusts* has evidently no connection. We confess that upon this point the decision wears to our eyes a highly dubious aspect; and the learned judge arrived at this conclusion only in deference to the authority of Vice-Chancellor WOOD in *Willoughby* v. *Middleton* (2 J. & H. 344). The learned judge very truly remarked that this case had been "questioned, but not overruled." The fact is, that its authority has hitherto only been considered by judges who were not at liberty to overrule the decision of a judge who subsequently became Lord Chancellor, which, of course, takes rank with a decision of the Court of Appeal. But we must humbly confess that, in our opinion, there are few cases in the books more ripe for being overruled, and more likely to undergo that process, the moment they come before any tribunal of competent jurisdiction.

THE COUNTY COURTS (Divorce) Bill, introduced by Mr. HOWARD and Mr. BROADHURST, proposes to carry out, after the lapse of more than a quarter of a century, the amendment which, during the passing of the Act of 1857 through Committee in the House of Commons, Mr. BUTT unsuccessfully attempted to introduce. In place of this amendment there were added provisions (sections 17—20) enabling the judges of assize to decree restitution of conjugal rights and judicial separation, but they were repealed in the following year by 21 & 22 Vict. c. 108, s. 19. The present Bill proposes to give the county courts jurisdiction, and "all the powers and authorities of the High Court of Justice," not only in ordinary proceedings for judicial separation and dissolution of marriage, but also in "actions of nullity of marriage, actions of jactitation of marriage, actions for restitution of conjugal rights, and in all actions and matters matrimonial"; and these "powers and authorities" will, of course, include the power of hearing causes *in camerâ*. Clause 5 empowers the Probate, Divorce, and Admiralty Division, on motion by a party to a divorce cause pending in a county court, and after notice to the other party, to transfer the cause to the High Court on such terms, as to security for costs or otherwise, as may seem fit; while clause 6 authorizes a similar transfer during the progress of the suit by order of the county court. Under clause 9, a divorce cause may be commenced either in the district where the respondent resides or in the district where the last cohabitation took place. Clause 10 renders it necessary for the party to obtain leave to sue from the judge or registrar of the county court in the district of which the party resides, and to produce, upon the application for such order, a statement of the case in writing, with an affidavit as to the truth of the material facts stated, and as to his or her "means of living," and containing a statement "that he or she *is not worth* £25, after payment of his or her just debts, save and excepting his or her wearing apparel, household furniture, tools, and implements of trade." This section would, no doubt, enable a petition to be filed by any wife not possessed of separate estate, and, though it is hardly probable that there will be, in many cases, a disposition to reduce the pressure of the husband's costs, the proposed enactment seems to afford facilities for collusive suits. Clause 11 provides that "the *court* shall have power, on the hearing of a divorce cause, to award damages to the amount of £50"; from which it seems to be contemplated to give the county court judges a power of hearing claims for damages without a jury. Under section 13, general orders under the Act are to be made "by the Lord Chancellor, with the advice and assistance of the *judge* of the Probate, Divorce, and Admiralty Division"; the word "judge" must be a misprint for "President."

IN THE CASE of *Sanguinetti* v. *Messiter*, which was heard before Mr. Justice MANISTY and a special jury on Tuesday and Wednesday last, a defence was raised on behalf of one of the defendants, a married woman, which we believe to be a novelty in the Queen's Bench Division. The plaintiff's claim was on a joint and several promissory note made by the two defendants, who were husband and wife, for £700, with interest at the rate of one shilling per pound per month. The wife's signature to the note had, of course, been obtained with the view of making her separate estate liable for the debt. The defence raised on behalf of the wife was to the effect that she had signed a certain paper at the urgent request and under the influence of her husband; that she was wholly ignorant that the paper she was signing was a promissory note whereby she and her husband became liable to pay to the plaintiff £700 three months after date, and interest at the rate of one shilling per pound per month; that she had no independent advice of any kind; that the plaintiff was fully aware of this, and took advantage of it to obtain her signature. By way of counter-claim the defendant asked that it might be declared that the promissory note was not binding on her, and that it might be delivered up to be rectified by the erasure therefrom of her signature. The question left by Mr. Justice MANISTY to the jury was whether or not the defence raised on behalf of the wife was true in fact, and the jury having answered this question in the affirmative, the learned judge gave judgment for the wife; judgment against the husband, who is now a bankrupt, having gone by default. His lordship, in summing up to the jury, after remarking that, so far as he knew, the precise point raised in this case had never been before the courts before, referred to the cases of *Cobbett* v. *Brock* (20 Beav. 524) and *Kempson* v. *Ashbee* (23 W. R. 38, L. R. 10 Ch. 15) as being, to a certain extent, in point. There can, of course, be no doubt that such fraud or undue influence as were alleged, if *clearly proved* to have been practised, either on a married woman or anyone else, will furnish an equitable ground for relief; and if the evidence in the recent case was such as to show that the wife *bonâ fide* did not know what she was about when she signed the promissory note, there is nothing to be said except that the case affords an interesting instance of the "fusion" effected by the Judicature Act. But we cannot help suspecting that both the learned judge and the jury may have acted to some extent on the presumption adopted by Lord ROMILLY in *In re Lush's Trusts* (L. R. 4 Ch., at p. 594), as to a married woman's responsibility: "She was under the influence of her husband, and had not the moral power to resist an influence which the law recognizes." The true view was stated by Lord Justice SELWYN, as being that the married woman "is entitled to have the same protection as any other person, and to say that she is not liable for acts which were not done of her own free will, but in respect to which she was acting under such coercion as prevented her from being a free agent." Whatever may have been the view taken in the recent case, it is obvious that juries are extremely likely, in similar cases, to lean in favour of a married woman, and the precedent is one of the utmost importance to "financial agents."

The *Scottish Law Review* reports an address by Sheriff Guthrie Smith before the Aberdeen Juridical Society, in which he referred to the present arrangements for the procurator's remuneration. "His fee in an ordinary case amounts to nearly a uniform sum, but, in rendering his bill, he is required to split it up into seventy or eighty eighteenpenny items. The many objections to this antiquated system did not escape the keen eye of Adam Smith, who observes:—'It seems the custom in modern Europe to regulate, upon most occasions, the payment of the attorneys and clerks of court according to the number of pages which they had occasion to write; the court, however, requiring that each page should contain so many lines, and each line so many words. In order to increase their payment, the attorneys and clerks have contrived to multiply words, and that of necessity has led to the corruption of the law language of, I believe, every court of justice in Europe. A like temptation might, perhaps, occasion a like corruption in the form of law proceedings.' I think," added the sheriff, "that the time has arrived when this system requires to be reconsidered."

TENANTS FOR LIFE WHO RECEIVE NO INCOME.

When the late Lord Cairns was constructing his Settled Land Act, he was, of course, very desirous to secure for it a very wide field of application; and it is evident that, with this object in view, he could not restrict the idea of a tenant for life, within the Act's meaning, to the simple case of a legal or equitable tenant for life of the settled lands, in the proper acceptation of those terms. If this had been done, it would have been easily within the power of any conveyancer to construct something which, for all practical purposes, should be a settlement, but which did not contain any mention of a tenant for life within the Act's meaning. It was accordingly necessary to give a much wider signification to the phrase "tenant for life," as contemplated by the Act. This was partly effected by the language of section 2, which, while (see sub-section 5) it defines the tenant for life as the person "who is, for the time being, beneficially entitled to *possession* of settled land for his life," also (see sub-section 10, i.) defines possession so as to include *receipt of income*. This obviously brings within the definition of tenant for life those cases in which a person is entitled, without having himself any actual estate in the lands, to receive the net income from the trustees. In order to carry out and complete this idea of extending the meaning of the phrase "tenant for life," section 58 was also inserted, which partly provides for the case of certain other "limited owners," whose inclusion within the Act was thought to be desirable, and partly to take care that certain persons, who are, for most purposes of practice, to be regarded as standing in the same position as a tenant for life, shall be brought within the Act's provisions. In carrying out this policy, the Act has repeatedly provided that the existence of prior incumbrances shall not interfere with the *status* of the tenant for life, or his right to exercise the statutory powers.

Some of these provisions of section 58 are, in the nature of provisions, designed to circumvent the possible devices of conveyancers, whose clients might wish to evade the Act's intention, and therefore they are necessarily of a somewhat tortuous and obscure character, and likely to give rise to doubtful cases. In *In re Jones* (32 W. R. 735, L. R. 26 Ch. D. 736), a person who in fact received no income from the settled estate, because the income happened to be swallowed up by prior incumbrances, but who would have been entitled for life to the surplus if the rents had been sufficiently large to leave a surplus after providing for the incumbrances, was held by the Court of Appeal to be a tenant for life within the meaning of the Act. We do not deny that this decision is fairly deducible from the Act's language. In a more recent case, a similar principle has been carried by Vice-Chancellor Bacon to much greater, and, perhaps, to more dubious, lengths.

In the case to which we refer—*In re Clitheroe Estate* L. R. 28 Ch. D. 378)—the provisions of the will by which the settlement was effected differed materially from those of the testator in *In re Jones*. The will not only provided for the payment off of prior charges by the trustees out of rents and profits, but also contained a direction that the trustees should, upon the testator's decease, enter into possession of the settled estates, and should, "*during the continuance of the trusts for the liquidation and extinction of debts and charges thereinbefore created*, hold the possession or receipt of the rents and profits" of the estates, and "*not deliver the same to any person beneficially interested in any part thereof*," with full powers of management. The question arose whether a person who, when the trust above mentioned had come to an end, *would be* tenant for life, was in fact also tenant for life, within the Act's meaning, *during the continuance of the trust for liquidation*. Vice-Chancellor Bacon held that he was, and that, as such, he was entitled to exercise the statutory powers.

We should by no means venture to say that it is impossible to make out any defence for this decision. But the learned judge plainly rested his decision upon the above-mentioned case of *In re Jones*, and, while he distinctly approved of that decision, he also clearly intimated that, in his opinion, the present case was absolutely concluded by its authority. In this last opinion we find it impossible to concur. In our humble opinion, there is a very great difference between a case in which, in the ordinary meaning of the words, a person is tenant for life, subject to certain incumbrances, and another case in which, in the ordinary meaning of the words, a person will, at some future time, be tenant for life, after certain incumbrances have been discharged out of accumulations of income. In the former case it is a mere accident—a mere question of the fluctuating value of the rents and profits—whether the tenant for life gets any actual benefit out of the estate, while in the latter case the question does not depend upon the magnitude, for the time being, of the returns from the estate, but upon the final completion of the testator's provisions for the liquidation of liabilities. In *In re Jones*, if the rents had, in any year, risen above a certain figure, so as to leave a surplus, the tenant for life would, *instanter* and *ipso facto*, have become entitled to that surplus. But in *In re Clitheroe Estate* no mere increase in the rents and profits could have given the (future) tenant for life an immediate claim. Even though the rise had been so enormous as to enable the prior incumbrances to be liquidated in a single year, he would have acquired no title until after the trustees had actually carried the liquidation into effect. And this distinction does seem, to our apprehension, to mark a distinction between *In re Jones* and *In re Clitheroe*, which makes it impossible to say that the latter case was simply concluded by the former. It would, in our opinion, be quite possible to overrule the decision in *In re Clitheroe* without at all touching the decision in *In re Jones*. The one is the case of a person who really is beneficially entitled to the income of the estate, subject to certain incumbrances; while the other is the case of a person who is not *in præsenti* beneficially entitled to the income at all.

We observe from the cause lists that *In re Clitheroe* has been set down for appeal, and for the present we abstain from further comment. We may remark that among the incumbrances for which the trustees were to provide were several annuities of fixed amounts, one of which was payable to the person claiming to be tenant for life. But this circumstance does not seem to affect the argument, and seems to have had nothing to do with the decision.

THE ORGANIZATION OF A SOLICITOR'S OFFICE.

II.—ORGANIZATION WITH SPECIAL REFERENCE TO CONTENTIOUS BUSINESS.

Attendances in Court and at Judges' Chambers.

The practical observation which will probably first occur to most solicitors in connection with the duty of attending in court is that it is not desirable for the solicitor to take into court a hat which can be materially the worse for being subjected to a species of football treatment, and that it is desirable for him to keep a vigilant eye upon his umbrella if he would desire to retain the possession, as well as the legal ownership, of the same. But, apart from such essentially personal and selfish considerations, there are matters worthy of reflection, both as to court and chamber attendances.

Foremost of these, beyond all question, is the importance of being prepared for the work that has to be done. That seems a very trite and obvious remark. But is it superfluous to lay stress upon it? Let us test the answer to this question by a few illustrations, the truth of which may be readily enough verified by anyone who takes his seat in court or chambers, as the case may be, and looks with attention upon what is passing before his eyes.

A contested motion or other application is, we will say, made in court, and the evidence on each side is documentary. The solicitors take their seats in the "well." The solicitor on one side has prepared himself carefully for what he has to do. The solicitor on the other side has stuffed a lot of papers helter-skelter into his bag, and comes into court without any previous reflection or preparation, without having even arranged the papers which are certain to be required. What ensues? On the one side, every paper called for will be forthcoming the moment it is needed. There will be an absence of all flurry and fussiness. The judge will not have to ask twice for a paper, and counsel will not have an argument suspended in mid-air, and the thread of it lost in consequence, for want of documents to the contents of which they are addressing themselves. The case will, so to speak, work smoothly. On the other side, the solicitor will have nothing ready to hand. If an affidavit is suddenly asked for he will have to plunge into a maze of disordered papers and seek wildly for it, while the judge looks unutterable things, the registrar leans over, taps him impatiently on the shoulder, and murmurs unkind remarks, and his counsel are disconcerted and unnerved. He may ultimately find what is wanted, or he may suddenly remem-

ber that that particular affidavit has been left at his office, or that the office copy has never been fetched away, or he may simply fail either to find it or remember what has become of it. The result is, at the best, supremely uncomfortable for the solicitor, and, at the worst, may seriously prejudice his client.

To take another imaginary case. An action is tried in which witnesses are to be called. On one side the witnesses will all be well in hand. When they are wanted to give their evidence they will be promptly forthcoming. When it is desired by counsel to obtain, for purposes of cross-examination or otherwise, information which can be given only by an intended witness, the witness will be at his or the solicitor's elbow in a moment. On the other side, the witnesses will, perhaps, have had no intelligible directions for finding the court. If with or without such aid they have found it, they will be left to shift for themselves and to wander about at pleasure. They will naturally choose all sorts of wanderings, according to their fancy and station of life. Thus, the witness of superior class will probably have a fancy to see how matters are getting on in the other courts just at the moment of his being most wanted in the court to which he has been summoned. On the other hand, the nautical or lighterman type of witness will gravitate with tolerable certainty towards liquid refreshment, and not always for a brief space in time or moderate potations in quantity. It is not an agreeable part of the solicitor's duty to keep witnesses from these vagaries, but it has to be done if the case is to be tried to the best advantage, and is largely a matter of system and decision of mind. The solicitor does not require to be either a drover or a policeman, but he has to make his witnesses realize that when they are in attendance for the purpose of giving evidence they must make their convenience and pleasure subservient to the exigencies of the matter in hand. Sometimes, if a case is of great magnitude or length, it is desirable to have an abiding place of rest and refreshment for witnesses within a convenient distance of the court, from which they may be extracted when required. But this plan is liable to abuse by reason of the deep-seated impression in the minds of many people that the trial of an action at law, however serious a matter it may be for the parties concerned, is an occasion for unwonted feasting to the witness. We have known this odd idea to be even carried to the length of a witness covertly regaling several of his relations and friends upon spirituous liquors with intent to include the cost of the proceeding in his "expenses," and, as we verily believe, without any qualm of conscience whatever.

Once more—and passing this time from court to chambers—an application is made to one of the chancery chief clerks in an administration suit. The suit has passed through several stages, and the application is based, of necessity, upon the exact state of the proceedings as then existing. The solicitor who bears in mind, in the conduct of his business, the simple axiom which we have taken as the text of these illustrations, will have thought out beforehand exactly what it is that the chief clerk will probably ask for in the way of papers and information, and the grounds which he will urge in supporting the application. If he neglects the first of these preparatory measures, he may figure in some such dialogue as the following:—

Chief Clerk: "Let me see the judgment."

Solicitor (after a prolonged fumble): "I don't seem to have got it."

Chief Clerk: "What is the date of it?"

Solicitor: "I don't remember."

Chief Clerk (laconically): "Certificate of fund."

Solicitor: "I beg your pardon——."

Chief Clerk (louder, and possibly with asperity): "Certificate of fund."

Solicitor: "Oh! I didn't get one—I didn't know it would be required."

Chief Clerk: "What affidavit do you wish to read?"

Solicitor (brightening up): "An affidavit of John Smith. I have it here, but it is not filed yet."

Chief Clerk: "Then I cannot read it. It is perfectly useless to come here in this way without any of the proper materials. Summons adjourned. Next case—*Robinson* v. *Jones*."

So as to previous consideration of the points to be raised on the merits of an application at chambers. It is not a matter involving a great expenditure of time and trouble, but a habit of thought which recognizes the need of marshalling the facts and arguments. Without a little care and reflection beforehand, the statement of facts is tolerably sure to be confused or needlessly tedious, and points in argument to be ruined altogether or put in such an order and shape as to lose half their force. It follows, of necessity, that the client's interests cannot be well served.

There is another matter which specially concerns the solicitor when attending court—the extent to which in the course of the proceedings he should communicate with his counsel. It would, of course, be absurd to attempt to lay down any general rules of an affirmative kind as to this, but something may be said upon its negative aspect.

As in most other things, there are in this instance two extremes to be alike avoided as errors. They are, on the one hand, a habit of overmuch interruption, and, on the other hand, a habit of abstaining from interruption to the extent of allowing erroneous statements of the facts or objects in view to pass unnoticed.

There is much to be said in excuse for both these failings. It is to be remembered of the former that the case will have been in the solicitor's charge probably for months. He will be saturated with every feature and detail of it; whereas the eminent Queen's Counsel who is charged with the task of presenting it in court never heard of it, perhaps, until two days ago, and from pressure of his engagements has unfortunately not been able to read his papers with that care and attention which might have been desired. The result is that eminent Queen's Counsel are heard occasionally to mention confidently events not previously suspected of having occurred, and to omit facts of considerable importance. And all this while the solicitor who has the whole case at his fingers' ends and whose anxious client is possibly plucking at his sleeve is on tenterhooks. A similar state of things may be imagined when the examination of witnesses is progressing. But, allowing for all this, there is on the part of many solicitors a tendency to overstep the bounds of corrections or suggestions on material points, and to keep up a perfect fusillade of interruption until the counsel conducting the case is goaded to desperation and completely loses nerve and patience. This is especially harmful where an elaborate argument is being addressed to the court. It is not a very uncommon thing to see a barrister pulled up and obliged to correct himself for having incidentally referred to an event as happening on one day when it happened on another, although the date may be absolutely immaterial. Interruptions on trivial points are apt to affect the nerves (we might even say the temper) of the speaker, to cause him embarrassment, and to throw him off the particular train of argument which he is seeking to enforce. And, again, even where an interruption is really necessary there are many degrees in the choice of time and method. One solicitor will jump up when his counsel is in the middle of a sentence, and bring him to a full stop, where another will wait, if possible, for a convenient pause, or quietly place a slip of paper in front of the speaker. The difference may seem a small matter, but, multiplied by several instances, its practical importance is not to be despised.

The converse extreme, of letting really important mistakes or omissions pass unnoticed, may be traced to a variety of causes. The solicitor may, for instance, be overmuch afraid of making the mistake on which we have just been dwelling, or he may too blindly accept the utterances and tactics of his advocate as infallible, and so fail to be on the watch to correct any slips of real consequence. But, whatever may be the cause, the effect is unquestionably mischievous.

REVIEWS.

EQUITY JURISPRUDENCE.

COMMENTARIES ON EQUITY JURISPRUDENCE. By Hon. Mr. Justice STORY. FIRST ENGLISH EDITION. By W. E. GRIGSBY, Barrister-at-Law. Stevens & Haynes.

The editor of a new edition of a standard law book has two courses open to him to choose from, either of which may lead to a satisfactory result. He may reproduce the original book *verbatim*, and bring it up to date by means of additional notes or interpolated sections, distinguishing these by brackets or other devices from the original text; or he may rewrite such parts of his author as new laws and decisions have made obsolete, and thus in effect produce a new treatise. Each of these courses has been pursued with more or less advantage in various text-books with which we are familiar; and it may be matter of doubt which course would have been the best to adopt in bringing out a new edition of Story's Equity Jurisprudence. But, in the edition before us, and which is stated on the title-page to be the "First English Edition," the editor has thought fit to adopt a singular and not very happy compromise between the two. On the one hand, he has left a great deal in the book which is quite out of date, so far as English law is concerned, and, on the other, he has not distinguished in any way between that part of the text which is pure "Story" and that which is due to one of Story's numerous, and by no means always able, editors. Thus we find, at page 18, in a note, "By a late English statute the superior courts of common law in Westminster Hall are authorized to issue writs of injunction," &c., a statement which would be appropriate in the mouth of a legal Rip Van Winkle. Mr. Grigsby has apparently adopted one of the most recent of the American editions as the ground-work for his own; and the more recent editions of Story, notably those by Mr. E. V. Balch, have not been free from very grave errors, many of which Mr. Grigsby has reproduced without any

attempt to correct them. Thus, to take only one instance, in discussing the question of what constitutes part performance by a vendee so as to take a contract out of the Statute of Frauds, we are told (p. 503), on the authority of *Coles* v. *Pilkington* (23 W. R. 41, L. R. 19 Eq. 174) and *Williams* v. *Evans* (*Ibid.* 547), that "the improvements (by the vendee) should be permanent and valuable, in order to constitute part performance." Neither of these cases, it is hardly necessary to say, establishes any such doctrine. And, again, at p. 521, the effect of *Else* v. *Else* (L. R. 13 Eq. 190) is entirely misstated. We have only compared Mr. Grigsby's edition with the American one of 1872, and there is internal evidence in his book that he himself has made use of a later American edition, so that we are unable to say whether other errors which we have observed are all Mr. Grigsby's own or have originally come across the Atlantic. We observe, however, many omissions of cases which cannot be charged to the American editors. For instance, in discussing whether specific performance may be resisted on the ground of a *bonâ fide* mistake by the resisting party only, the case of *Tamplin* v. *James* (29 W. R. 311, L. R. 15 Ch. D. 215) is not referred to, nor is *Re Bellamy and Metropolitan Board of Works* (31 W. R. 900, L. R. 24 Ch. D. 387) alluded to in connection with the case of *Robertson* v. *Armstrong*, which is quoted at p. 885 as deciding that "payment to the agent of the trustees is payment to the trustees." In his treatment of Lord Cairns' Act Mr. Grigsby has been somewhat capricious. At p. 496, section 2 of that Act is quoted as if still unrepealed, while at p. 538, after referring to the same section, he adds a note to the following effect:—"Though Lord Cairns' Act was repealed by the Statute Law Revision Act, 1881, yet the jurisdiction thereby given to a court of equity to award damages seems to be continued by section 4 of the latter Act, which provides that the repeal of this Act shall not affect 'any jurisdiction, or principle, or rule of law or equity established or confirmed . . . by or under any enactment repealed by this Act.'" This sounds like a faint and imperfect echo of the judgment in *Sayers* v. *Collier* (33 W. R. 91), which must have been pronounced about the time that this book was going to press. We are sorry we cannot speak more favourably of this work. It shows marks of haste and want of consideration.

MORGAN'S CHANCERY ACTS AND ORDERS.

THE STATUTES, RULES OF COURT, AND GENERAL ORDERS RELATING TO THE PRACTICE AND JURISDICTION OF THE CHANCERY DIVISION OF THE HIGH COURT OF JUSTICE AND THE COURT OF APPEAL. With Copious Notes. Being the Sixth Edition of Morgan's Chancery Acts and Orders. By the Right Hon. GEORGE OSBORNE MORGAN, Q.C., M.P., Her Majesty's Judge Advocate General, and EDWARD ALBERT WURTZBERG, Barrister-at-Law. Stevens & Sons.

In reviewing the last edition of this work, we expressed an opinion that it did not equal its predecessors in carefulness of execution. The defects to which we alluded are explained by the statement in the preface to the present edition, that the last edition was brought out under "circumstances of exceptional pressure," and it is added that the work has been subjected to thorough revision, and the greater part of it has been entirely rewritten. No inconsiderable part of the matter, indeed, is entirely new, not merely by reason of the additions to the list of Judicature Acts since 1876 and the passing of the Conveyancing and Settled Land Acts and Married Women's Property Act, but also by the new Rules of the Supreme Court, 1883, and the new Supreme Court Funds' Rules. The notes to these additions consist, of course, mainly of brief statements of, or references to, the decisions; and, both as to this part of the work and as to the older statutes, the result of our investigation of the work has been to show that the editors are, speaking generally, justified in their assertion that the cases, within the scope of the work, have been carefully noted up down to the date of publication—subject, however, to the qualification that most of the cases noted are confined to the *Weekly Notes* and the four series of contemporary reports. We may, perhaps, be allowed to call the attention of the editors to the fact that with regard both to the recent Acts, and especially with regard to the Rules of Court, there are numerous decisions to be found in the "Cases of the Week" in this and other legal journals which do not find their way either into the *Weekly Notes* or the reports, and which would be useful in a book of practice. A reference to the pages of the "Annual Practice," which is now to be seen on the desks of most of the judges of the Supreme Court, and in the hands of very many practitioners, will show the extent to which this remark is applicable to the Judicature Acts and Rules. It is natural enough that in a work of the enormous range of that before us there should be oversights here and there; but we are bound to say that those we have discovered have been of a slight description, and we think we are justified in saying that the present edition of this valuable work is marked by a care and completeness which leave comparatively little to be desired.

CORRESPONDENCE.

"OFFICER OF THE COURT."

[*To the Editor of the Solicitors' Journal.*]

Sir,—The whole body of solicitors ought to be much indebted to you for your able and out-spoken article, under this head, in your issue of the 18th ult.

From the very nature of the case, it is impossible for any individual to arrogate to himself the right to take up the cudgels on behalf of solicitors, and for this reason we ought to be the more grateful to you for so doing.

It is certainly no exaggeration to say that a large proportion of the most important and delicate matters of business in the whole country is conducted by solicitors, and, with few exceptions, with independence, honesty, and skill, and in the face of temptations to which barristers and judges are never exposed; yet, because a few isolated cases of misconduct come before the judges, some of them consider they are justified in using from the bench expressions condemning the whole of our branch of the profession.

So far from these expressions being justified, it is well known that, for many years past, the *status* of solicitors as a class has been very much raised, and there are many men now practising as solicitors who need yield to no judge on the bench in honour, learning, or ability.

It is a matter, therefore, much to be regretted that some of the judges should think fit to give themselves airs of superiority, and should, in some instances, forget to treat solicitors with the courtesy and respect due from one gentleman to another; but I think that when expressions, such as those referred to by your correspondent, "A London Solicitor," fall from the bench, we may safely treat them with contempt, as they are fortunately rare, and carry their own refutation with them.

It is, indeed, only necessary to direct the attention of most of the judges to the injustice involved in the incautious use by them of general expressions of condemnation of our branch of the profession to prevent their forgetting themselves in future in this respect.

There is, however, another question to which I think the attention of the judges might be directed—viz., the character of the sentences passed by them upon solicitors who are convicted before them of professional offences. All respectable solicitors must desire complete purification of the profession, but we continually see solicitors convicted of offences which, in the eyes of their brethren, unquestionably disqualify them from practising on their own account again; but these offences are treated by the judges as if of comparatively small importance, and instead of striking the offenders off the rolls, they often pass sentences of suspension from practice for short periods of time, and thus again turn loose upon society men who are either unwilling or unable to recognize the fundamental principles by which their conduct ought to be governed.

The Remuneration question is again a most important one, not merely in the interests of the profession, but also of the public. It may with safety be averred that the recent attempts to cut down the remuneration of solicitors are not conceived in the true interest of the public. The tendency in all other businesses and professions has, of late years, been towards increased remuneration, as a necessary consequence of the increased cost of living at the present day. Solicitors alone have been attacked, and their remuneration diminished, as if the services they rendered to their clients were less valuable now than of yore, and this notwithstanding the unquestioned fact that the general body of the profession are of a higher class.

This lower professional remuneration has been more conspicuous in contentious matters than in other business, and, by a natural process of selection, contentious business is falling by sure and rapid degrees into the hands of the lower grades of the procession.

It is notorious that, at the present time, the disbursements in contentious business are so heavy, and the proportion of the total costs which can be recovered from the opposite side is so small, that the risk, both to client and solicitor, is too great. Consequently, both client and solicitor avoid the courts if possible.

Under these circumstances, it is not to be wondered at that cases of impropriety of conduct come to the notice of the judges, and, unless I am mistaken, it will be found that these cases increase in number, though the cases which find their way into court diminish in importance.

It is a bad system which drives suitors away from the courts of the country, and which renders it not worth the while of the best men in the profession to appear in those courts.

X.

"A NOMINAL SALARY."

[*To the Editor of the Solicitors' Journal.*]

Sir,—Being a young solicitor, just admitted, and on the look out for something to do, not so much for pecuniary gain as to acquire

experience, I am beset by the following difficulties:—First, the difficulty of obtaining anything to do at all; secondly, if I say that I will accept a nominal salary, what may I accept as such without compromising the dignity of my fellow "unemployed," who, being new to the profession, are naturally very jealous of its dignity? and, thirdly, what sum should a young solicitor just admitted reasonably expect to obtain as a salary?

I should be glad to know from your readers their views on these three heads, especially on head No. 2, as to what is a *nominal salary*.

May 5. PERPLEXED.

BILLS OF SALE.

[*To the Editor of the Solicitors' Journal.*]

Sir,—A bill of sale is given by A. to B. for £100. Shortly after, A. requires a further loan from B. of £20 on the same security and a few additional articles. Will a further charge for £20, with or without charge on additional articles, be void under the 12th section of the Bills of Sale Act, 1882?

An answer to this in your next issue will oblige

May 4. A SUBSCRIBER.

[We are not aware that the point has ever been decided; but we think there can be little doubt that the further charge would be a "bill of sale" within the definition in section 4 of the Act of 1878, and section 3 of the Act of 1882; and, the consideration for it being under £30, it would be void under section 12 of the latter Act.—ED. *S. J.*]

CASES OF THE WEEK.

COURT OF APPEAL.

BILL OF EXCHANGE—SPECIFIC APPROPRIATION OF GOODS.—In a case of *Phelps* v. *Comber*, before the Court of Appeal, No. 2, on the 5th inst., there was a question as to the specific appropriation of goods or their proceeds to meet bills of exchange which had been drawn to pay for them. The plaintiffs were bankers in New York. The defendant was a merchant resident in England, but carrying on business in partnership with one Johnston in Pernambuco, in Brazil, under the name of Johnston, Pater, & Co. Johnston traded in Liverpool as Samuel Johnston & Co., and that firm acted as bankers and agents in England for the Brazilian firm. The defendant had but a small interest in the Brazilian firm, Johnston being the principal partner. In 1879 the Pernambuco firm ordered some goods in America through Samuel Johnston & Co., who telegraphed to B., the general agent in New York of the two firms, to buy the goods. B. bought the goods, and forwarded them, together with the bills of lading, to the Pernambuco firm. To pay for the goods B. drew several bills of exchange upon Samuel Johnston & Co., of Liverpool. The bills of exchange, and a copy of the bills of lading, were forwarded to Liverpool. To each of the bills of exchange was attached a counterfoil, which was headed as follows: "Advice of Draft.—To Messrs. Samuel Johnston & Co., Liverpool," and, after stating the number, date, and amount of the draft, and the shipments against which it was drawn, concluded as follows: "Please protect the draft as advised above, and oblige drawer." It was alleged that the counterfoil was solely for the purpose of giving information to Samuel Johnston & Co., and no one else, of the particulars stated in it, and in order to secure that the bills should not be presented to them for their acceptance without their being at the same time informed of the shipments made by their agent. When the bills were presented for acceptance to S. Johnston & Co., they detached the counterfoils, and retained them in their own possession. B. sold the bills of exchange to the plaintiffs, who were the holders of them, when Samuel Johnston & Co. stopped payment. Upon hearing of the stoppage, B. at once telegraphed to the Pernambuco firm that they must hold the shipments, and the proceeds of the sale thereof, as security for the plaintiffs as holders of the bills. The Pernambuco firm, who had received no information from B. respecting his drawing of the bills, received the proceeds of the goods from the purchasers who had ordered them in Brazil, but applied the proceeds in payment of a balance which was due to them from the Liverpool firm. The plaintiffs claimed payment by the defendant of the amounts of the bills of exchange, with interest, or, in the alternative, that an account might be taken of the goods, and of the disposition thereof by the defendant or his Pernambuco firm, and of the proceeds of the sale received by or on behalf of the defendant or his said firm. Bacon, V.C., though he was of opinion that the transaction was a very dishonest one, held (L. R. 26 Ch. D. 755), on the authority of *Ex parte Banner* (L. R. 2 Ch. D. 278), that there had been no specific appropriation of the goods or their proceeds to meet the bills of exchange, and he dismissed the action. The Court of Appeal (COTTON, LINDLEY, and FRY, L.JJ.) affirmed the decision.—COUNSEL, *Reid*, Q.C., and *Northmore Lawrence*; *Marten*, Q.C., and *F. Thompson*. SOLICITORS, *Hollams, Son, & Coward*; *Field, Roscoe, & Co.*

VENDOR AND PURCHASER—CONTRACT FOR SALE OF LAND—VENDOR'S RIGHT TO RESCIND.—In a case of *In re Dames and Wood*, before the Court of Appeal, No. 2, on the 1st inst., there was a question as to the right of a vendor to rescind a contract for the sale of real estate. One of the conditions of sale provided that, "if the purchaser shall take any objection or make any requisition as to the title, evidence or commencement of title, conveyance, or otherwise, which the vendor is unable or unwilling to remove or comply with, the vendor may, by notice in writing, rescind the contract for sale." The purchaser made various requisitions, with which the vendor declined to comply, and gave notice to the purchaser under the condition that he rescinded the contract for sale, offering at the same time to repay the purchaser his deposit. In reply to the notice, the purchaser's solicitors denied the vendor's right to rescind, and insisted that it was his duty to answer the requisitions so far as he could, but they added, "As we infer from your notice that the vendor is either unable or unwilling to comply with the objections and requisitions as to the title which remain unsatisfied, we hereby intimate to you that our client withdraws all such objections and requisitions, and that he is willing to complete the purchase." A draft of a conveyance was afterwards sent to the vendor's solicitors, and it was not returned. No actual tender of the deposit was made by the vendor. The purchaser took out a summons under the Vendor and Purchaser Act, 1874, asking a declaration that he was entitled to have the property conveyed to him by the vendor on payment of the balance of the purchase-money. Bacon, V.C., held (32 W. R. 844, L. R. 27 Ch. D. 172) that the notice to rescind had put an end to the contract, and that the purchaser had no longer any right under it. The Court of Appeal (COTTON, LINDLEY, and FRY, L.JJ.) affirmed the decision.—COUNSEL, *Solomon*; *Russell Roberts*. SOLICITORS, *Emanuel & Simmonds*; *Brook & Chapman*.

EMPLOYERS' LIABILITY ACT, 1880, s. 6, SUB-SECTION 1—RIGHT TO STAY PROCEEDINGS IN COUNTY COURT, AND TO REMOVE ACTION INTO HIGH COURT—COUNTY COURTS ACT, 1856, s. 39.—In the case of *The Queen* v. *The Judge of the City of London Court*, before the Court of Appeal, No. 1, on the 29th ult., the question was as to whether section 39 of the County Courts Act, 1856, is applicable to actions under the Employers' Liability Act, 1880. The facts were that two actions for £300 each were brought in the City of London Court against Messrs. Lucas & Aird under the Act of 1880. The defendants thereupon gave notice, under section 39 of the Act of 1856, that they objected to the action being tried in the City of London Court, and, they having complied with the conditions imposed by the section, all proceedings were stayed. The plaintiffs then commenced actions in the High Court, but subsequently discontinued them, and applied to the judge of the City of London Court to remove the stay of proceedings on the action in that court, so as to allow the action to continue. The judge granted the application, whereupon the defendants obtained a rule *nisi* for a prohibition. Mathew and A. L. Smith, JJ., discharged the rule, on the ground that section 39 of the Act of 1856 was not applicable to actions under the Act of 1880 (see report *sub nom. Claxton* v. *Lucas & Aird*, 33 W. R. 521). The defendants appealed. The court (BRETT, M.R., and BAGGALLAY and BOWEN, L.JJ.) dismissed the appeal. BRETT, M.R., said that the Act of 1880 invented five new causes of action, and gave a remedy in respect of them—viz., trial in a county court. The High Court would have no jurisdiction to try those causes of action unless they were removed there under section 6, sub-section 1. The latter words of that sub-section introduced into the section the mode of removal of an action from a county court into the High Court, but not the mode of staying proceedings under section 39 of the Act of 1856. The section being clear, and pointing out an imperative tribunal, it was impossible to say that such causes of action could be otherwise dealt with than by trial in the county court, or removal under section 6 into the High Court. An action should be so removed, not merely on account of the amount of the claim, but only in very exceptional cases, as where some new question of law, or very difficult question of fact, is raised. BAGGALLAY and BOWEN, L.JJ., concurred. — COUNSEL, *Jelf*, Q.C., *McCall* and *Acland*; *Horne Payne*. SOLICITORS, *Cope & Co.*; *Ranger & Burton*.

LANDLORD AND TENANT—COVENANT BY LANDLORD TO KEEP DRAIN IN REPAIR—IRRUPTION OF SEWAGE—REPAIR BY TENANT WITHOUT NOTICE TO LANDLORD—LIABILITY OF LANDLORD.—The case of *Hugall* v. *M'Kean*, before the Court of Appeal, No. 1, on the 1st inst., raised a question whether a landlord who has covenanted to keep drains in repair can be sued for non-repair unless he has had notice of want of repair. The plaintiff, the proprietor of a ladies' school at Blackheath, and the defendant, a receiver in an administration action, agreed for a lease of a house at Blackheath for a term of three years, and the receiver covenanted to keep the drains and sewers in good tenantable repair and condition during the tenancy. He was also empowered to enter the premises at any time for the purpose of complying with the terms of the covenant. The plaintiff took possession of the house and occupied it for the purposes of her school. On June 18, 1883, the basement was suddenly flooded with sewage which forced itself up the traps. The plaintiff immediately called in a sanitary engineer, who found the drains in a defective and dilapidated state. The plaintiff, without notice to the defendant, did the necessary repairs and sued the defendant for the cost. The defence was that the plaintiff should have given notice to the Chancery Division of the want of repair, and the chief clerk said he was unable to allow anything which was not legally due. At the trial before Wills, J., the jury found that the plaintiff did not know, and had not the means of knowing, that the drains were in a bad condition prior to June 18, 1883; and that the defendant did not know, but had the means of knowing, that the drains were in a bad condition prior to that date. Judgment being entered for the defendant on the findings, the plaintiff appealed. The court (BRETT, M.R., BAGGALLAY and BOWEN, L.JJ.) dismissed the appeal. BRETT, M.R., said that the terms of the covenant were substantially the same as those con-

strued in *Makin* v. *Watkinson* (19 W. R. 286, L. R. 6 Ex. 25). There it was said by Channell, B., "We ought to import into such a covenant the condition that the landlord shall have notice of the want of repair before he can be called on under the covenant to make it good." In the circumstances the present case was hard on the plaintiff, but it was not cruel, because the Chancery Division had to consider the rights of the other persons interested in the administration action. Their lordships must abide by the law and say that the judgment should be affirmed. BAGGALLAY and BOWEN, L.JJ., were of the same opinion.—COUNSEL, *L. Coward; Fullarton.* SOLICITORS, *F. C. Greenfield; Jackson & Wright.*

R. S. C., 1883, ORD. 28, R. 11—ALTERATION OF ORDER PASSED AND ENTERED.—In a case of *Blake* v. *Harvey*, before the Court of Appeal, No. 2, on the 6th inst., a question arose as to the power of the court to alter an order which has been passed and entered. The action was brought by a mortgagee for foreclosure. The plaintiff applied by summons under rule 1 of order 15 for the ordinary accounts. The chief clerk made a note in his book of an order for the usual account, with the usual consequential foreclosure in default of payment by the defendant. Upon the drawing up of the order, the defendant objected that an order for consequential foreclosure could not be made under order 15. The plaintiff then consented to waive this, and the order was accordingly drawn up by the registrar without any direction for foreclosure, and it was passed and entered in that form. When the matter came before the chief clerk to take the account, he declined to proceed while the order was in that form, which, he said, was not the order he had originally made. The matter was then mentioned again to the registrar, and, without any application to the judge, the registrar, with the authority of the chief clerk, altered the order by inserting the ordinary direction for foreclosure in default of payment. The defendant objected to the alteration, and applied to Kay, J., to strike out the addition which had been made. Kay, J., refused to do this, but he stayed proceedings under the amended order, and gave the plaintiff liberty to apply for a similar order. The Court of Appeal (COTTON, LINDLEY, and FRY, L.JJ.) held that the proceedings had been entirely irregular, and they discharged the order of Kay, J., and directed the amended order to be restored to the form in which it stood before it was altered by the registrar. COTTON, L.J., said that there had been no accidental slip or omission in the order as originally drawn up by the registrar, and, if there had been, in order that it should be corrected, there ought to have been a motion or summons. Neither of these steps had been taken, and the addition was made without any authority. When the matter came before Kay, J., he ought to have taken care that the record of the court should not be altered in this way, and the record must now be put right by striking out the unauthorized addition. LINDLEY, L.J., concurred. FRY, L.J., thought that the course which had been pursued was entirely irregular. The records of the court were not to be altered except in the mode prescribed by the rules. As to the costs, it was said that the plaintiff had done everything which he could do, and that the alteration was rather forced upon him. But he had availed himself of the altered order, and he might have applied to the judge for a direction to the chief clerk to proceed with the accounts under the original order. The plaintiff had been more in the wrong than the defendant, and it was especially his duty to keep the record straight. He must pay the costs in both courts.—COUNSEL, *Stirling; Solomon.* SOLICITORS, *E. Chester; Blake & Snow.*

HIGH COURT OF JUSTICE.

GIFT TO CHARITY—PROMISE TO PAY SUM IN ANNUAL INSTALMENTS—DEATH OF PROMISER BEFORE INSTALMENTS ALL PAID—LIABILITY OF ESTATE FOR BALANCE—CONSIDERATION—STATUTE OF FRAUDS, S. 4.—In a case of *Creed* v. *Henderson*, before Pearson, J., on the 2nd inst., a question arose as to the liability of the estate of a testator for the unpaid balance of a sum which he had promised to contribute to a charity in a certain number of annual instalments. The testator had promised to give £20,000 to the charity, to be paid in five annual instalments of £4,000 each. After paying three of the instalments he died, and the committee which managed the charity claimed to prove against his estate for the amount of the two unpaid instalments. There was no writing signed by the testator such as to satisfy section 4 of the Statute of Frauds. But on behalf of the committee it was contended that there was an executed consideration which took the case out of the statute. It was urged that there was consideration for the testator's promise, because the committee had incurred risk and trouble on the faith of it, and had made grants to the objects of the charity, payable in a series of annual instalments, relying upon the fulfilment of the testator's promise. PEARSON, J., refused to admit the claim. He believed this was the first time in the history of the Court of Chancery in which an attempt had been made to make a dead man's estate liable for a promise given during his lifetime to make a charitable gift. The committee was not appointed for the purpose of incurring any risk or liability of any sort, beyond the risk and trouble which persons who undertook the management of charities always took on themselves. It was admitted that, unless the claimants could show a legal debt, they had no case; it was necessary to show that there was a positive legal contract by the testator to pay the whole £20,000. The first question was whether there was any contract at all in a legal sense. Was there any consideration of any sort for the testator's promise? He was utterly at loss to find any. He had no doubt that if the testator had lived, and had been able to pay, he would have paid the remaining instalments, not as being bound by any legal contract to pay, but as making a charitable gift which he had expressed an intention to make. There was no consideration at all for the promise. The committee undertook no liability. There was no duty which they undertook as between themselves and the testator; there was no binding obligation between them. Supposing the committee had chosen to dissolve themselves, the members would have been under no kind of liability to him. There was nothing more than an intention of contributing on the one side, and an intention on the other to manage and distribute the fund for the purpose for which it was formed The Statute of Frauds was fatal to the claim, if there was nothing else. The contract alleged was not to be performed within a year, and there was nothing in writing to satisfy the statute. There was no executed consideration, if that would have taken the case out of the statute; but what his lordship understood by executed consideration was part performance, which was only applicable to contracts relating to interests in land. The claim failed altogether.—COUNSEL, *Cookson*, Q.C., and *Lemon; Davey*, Q.C., *Cozens-Hardy*, Q.C., and *W. M. Cann; Seddon.* SOLICITORS, *Shepheard & Sons; F. Needham.*

TRADE-MARK—REGISTRATION—RECTIFICATION OF REGISTER—"PERSON FOR TIME BEING ENTITLED"—TRADE-MARKS REGISTRATION ACT, 1875, S. 5.—In a case of *Wood* v. *Lambert*, before Pearson, J., on the 29th ult., there was a question as to the construction of section 5 of the Trade-Marks Act of 1875. Section 5 provides that, "if the name of any person who is not *for the time being* entitled to the exclusive use of a trade-mark in accordance with this Act, or otherwise in accordance with law, is entered on the register of trade-marks as a proprietor of such trade-mark, . . . any person aggrieved may apply" to the court for the rectification of the register. In the present case a trade-mark was, in 1876, registered under the Act of 1875, and, before the Trade-Marks Act of 1883 had come into operation, a notice of motion was given, by persons against whom the owner of the trade-mark had commenced an action to restrain them from using the mark, asking that the register might be rectified by removing the mark from it. It was contended that the mark ought not to have been registered, because it was in general use in the trade at the date of registration. And it was further urged that, if that was not so, the mark had come to be in common use in the trade at the time when the notice of motion was given, and that, consequently, the plaintiff was not, within the meaning of section 5, "*for the time being* entitled to the exclusive use" of the mark, and the defendants were entitled to have the mark removed from the register. PEARSON, J., declined to adopt this construction of section 5, which he thought would be unreasonable. He thought that "for the time being" referred to the time when the registration was made, and that this was so was shown by the subsequent words, "is entered on the register." He was also of opinion, on the evidence, that the registration was properly made at the time at which it was made, and he refused the application for rectification.—COUNSEL, *Higgins*, Q.C., and *Dauney; Cozens-Hardy*, Q.C., and *J. Cutler.* SOLICITORS, *Morten, Cutler, & Co.; Parson, Lee, & Holmes.*

R. S. C., 1883, ORD. 17, R. 10; ORD. 36, RR. 12, 16—WANT OF PROSECUTION—RE-ENTRY OF CAUSE—FRESH NOTICE OF TRIAL.—In a case of *Le Blond* v. *Curtis*, before Chitty, J., on the 1st inst., a motion was made by the defendant to strike the action out of the cause-book. It appeared that after notice of trial had been given by the plaintiff, and the action had been duly set down, the plaintiff died, and more than a year having elapsed, the registrar struck out the action from the cause-book. In July, 1884, the plaintiff obtained an order of revivor, and having paid £2, under the Supreme Court Fees Order, 1884, sched., s. 52, re-entered the cause, without giving any new notice of trial. The defendant submitted that the plaintiff's re-entry operated as a nullification of ord. 17, r. 10, and also referred to *Crick* v. *Hewlett* (L. R. 27 Ch. D. 354), where the defendant was held to be entitled to move to dismiss for want of prosecution where notice of trial had been given by the plaintiff within the six weeks under ord. 36, r. 12, but the trial had not been entered within six days under ord. 36, r. 16. CHITTY, J., said the cause was, in the present instance, properly struck out under R. S. C., 1883, ord. 17, r. 10, providing that "where any cause or matter shall have been standing for one year in the cause-book marked as 'abated,' or standing over generally, such cause or matter, at the expiration of the year, shall be struck out of the cause-book." Under that rule the registrar was, in his lordship's opinion, of his own motion, and without application, entitled to strike out the cause, so as to disincumber the cause-book. The question was whether, as no new notice of trial had been given, the re-entry should stand. Ord. 36, r. r. 12, provided that, "if the plaintiff does not, within six weeks after the close of the pleadings, or within such extended time as the court may allow, give notice of trial, the defendant may, before notice of trial given by the plaintiff, give notice of trial, or may apply to the court to dismiss the action for want of prosecution." Under that rule the defendant had no right to move to dismiss for want of prosecution if notice of trial had been given within the proper time. Then R. S. C., ord. 36, r. 16, provides that in London and Middlesex, unless within six days after notice of trial is given, the trial shall be entered by one party or the other, the notice of trial shall be no longer in force." The question, therefore, was whether the notice of trial was any longer in force after the cause was struck out. He held that, putting the rules together, the notice of trial was no longer in force; for if the cause were struck out under ord. 17, r. 10, it must be treated as never having been entered, otherwise the defendant could never be in a position to move for want of prosecution—a state of circumstances which would be absurd. The result was that the defendant was now in such a position that he was entitled to an order on the present motion. The re-entry was erroneous, because not made with a new notice of trial. It was, of course, competent for the plaintiff to re-enter if a new notice of trial were to be given.—COUNSEL, *Whitehorne*, Q.C., and *Waygett;*

Macnaghten, Q.C., and *H. C. Deane*. Solicitors, *Reyroux, Phillips, & Goldring; Morley & Sherriff*.

Married Woman—Election—Restraint on Anticipation.—In the case of *Queade's Trusts*, before Chitty, J., on the 2nd inst., his lordship delivered his reserved judgment (*ante*, p. 99) on the point whether a married woman can be put to her election notwithstanding that the compensating fund is subject to a restraint on anticipation. Chitty, J., said that the case was fairly distinguishable from Vice-Chancellor Wood's decision in *Willoughby* v. *Middleton* (10 W. R. 460, 2 J. & H. 344). The authority of that case had not been overruled. It was, no doubt, disapproved of by Jessel, M.R., in *Smith* v. *Lucas* (30 W. R. 451, L. R. 18 Ch. D. 531), and the principle on which it proceeded had also been questioned by James, L.J. (*Tussaud* v. *Tussaud*, 26 W. R. 874, L. R. 9 Ch. D. 363). It, however, was not disapproved of by either Lord Selborne or Lord Cairns in *Codrington* v. *Codrington* (or *sub. nom.* defendant *Lindsay*) (21 W. R. 182, 24 *Ibid.* 648, L. R. 8 Ch. 578, 7 H. L. 854), a case in which the settlement certainly contained no restraint on anticipation, but one in which both their lordships carefully examined the provisions of the settlement, which examination was apparently unnecessary if they had been simply adopting the authority of *Willoughby* v. *Middleton*. The strange result of the application of the doctrine of election and its consequences to a case where a married woman took an inalienable interest in a settlement was that it enabled her to deprive herself of the provision made for her, say by her father, if somebody who was a stranger bequeathed her a legacy to her separate use. He was of opinion that the consequences of the decision in *Willoughby* v. *Middleton* escaped the learned judge who decided it. In *In re Wheatley* (L. R. 27 Ch. D. 606), he was of opinion that the particular case there was not within *Willoughby* v. *Middleton*, and endeavoured to distinguish it on the ground that the doctrine of election did not apply to the case of a married woman to whom an interest, with a restraint on anticipation, was given by the same instrument as that which gave rise to the question of election, because the nature of the interest proposed to be relinquished by way of compensation had, by the terms of the instrument, been made inalienable. That was the view adopted by Jessel, M.R., in *Smith* v. *Lucas*. However, in *In re Vardon's Trusts* (33 W. R. 297, L. R. 28 Ch. D. 124), Kay, J., disapproved of the decision in *In re Wheatley*, and also of Jessel, M.R.'s, observations in *Smith* v. *Lucas*. It had been said that the correct view was that where the doctrine of election intervened it took the fund out of the settlement; but that was a statement of the result of the application of the doctrine rather than a reason for applying it. The doctrine of election arose from the presumed intention of the parties, and where the consequences were applied against an express and valid restraint on anticipation, a presumed or implied intention was made to defeat an express trust, although the trust was of so binding a character as to be held by the Court of Appeal, in *Robinson* v. *Wheelwright* (4 W. R. 417, 6 De G. M. & G. 535), to be incapable of being escaped from, however beneficial relief therefrom might be to the married woman. The result was anomalous. It was that a gift to the separate use of a married woman by a stranger in circumstances such as those before him enabled her practically to deprive herself of the inalienable provision made for her by her settlement, whereas a gift on condition that she should release the provision (apart from cases within the Conveyancing Act, 1881, s. 39) was inoperative. Whatever might be his own view of the principle which should have, but did not, regulate the decisions, he was, notwithstanding, bound by the decisions, and must follow *Willoughby* v. *Middleton*. He, therefore, held that the married woman was bound to make compensation out of her life interest, notwithstanding the restraint on anticipation. The declaration would be as in *Codrington* v. *Codrington*, and the life interest would be taken as from the date of the proceedings being taken, being in this case that of the presentation of the petition.—Counsel, *Horace Davey*, Q.C., and *Wolstenholme; B. B. Rogers* and *Maclean*. Solicitors, *C. E. Parish; Wm. Daniel; Winter & Co.*

CASES AFFECTING SOLICITORS.

Solicitor—Solicitor's Lien—Set-off of Judgments in Separate Actions—Ord. 65, rr. 14, 27 (37).—The case of *Edwards* v. *Hope*, before the Court of Appeal, No. 1, on the 29th ult., raised the question whether a solicitor is entitled to his lien where there is a set-off between different judgments in different actions. An action was brought by the plaintiff against the defendant for the price of goods sold and delivered; and the jury gave a verdict for the defendant, on the ground that the term of credit had not expired. The defendant taxed her costs at £48 8s. 10d. After the term of credit had expired, the plaintiff brought another action, and recovered £57 14s. 4d., his costs being taxed at £12 5s. 8d., making a total of £70 due to him. The defendant threatened execution for her costs in the first action, whereupon the plaintiff applied on summons to a master for a set-off, and for a stay of the execution. The master ordered that the execution threatened by the defendant against the plaintiff for £48 8s. 10d., the amount of her costs on the judgment in the action, should be stayed, and that the plaintiff might be at liberty to set off against that amount so much of the sum of £70, the amount of his unsatisfied judgment against the defendant, as would satisfy the defendant's judgment. The defendant's solicitor claimed his lien for costs, and Smith, J., varied the order by allowing the plaintiff only to set off the costs, so that the defendant was left at liberty to issue execution for the remainder. Lopes and Cave, JJ., affirmed the order of Smith, J., on the ground that there was no power to disregard the solicitor's lien and allow the set-off, and that, if the court had that power, it would not, in the circumstances, exercise it. The plaintiff appealed. The court (Brett, M.R., Baggallay and Bowen, L.JJ.) dismissed the appeal. Brett, M.R., said that the old common law courts always exercised an equitable jurisdiction as to set-off where there had been different judgments between the same parties, and set-off damages and costs, allowing execution to go for the balance. But the courts certainly did take notice in cross-actions of the solicitor's lien. A diversity of practice led to rule 63 of the Reg. Gen. of Hilary Term, 1853, which said, "No set off of damages or costs between parties shall be allowed to the prejudice of the attorney's lien for costs in the particular suit against which the set-off is sought." That rule applied to common law cases where the judgments were between the same parties, although distinct judgments in respect of different causes of action. Then in *Pringle* v. *Gloag* (27 W. R. 574, L. R. 10 Ch. D. 675), Jessel, M.R., pointed out that in certain circumstances the rule might work injustice. The rule was subsequently repealed, and then by ord. 65, r. 14, of the Rules of 1883, "a set-off for damages or costs between parties may be allowed, notwithstanding the solicitor's lien for costs in the particular cause or matter in which the set-off is sought." That rule does away with the fetter put on by the old rule 63. Whether rule 14 only applies to cases within the same action or to judgments in distinct suits between the same parties, the same result is arrived at, and the court has a discretion to do that which is right between the parties, and also that which is right as to the solicitor's lien. The Divisional Court had exercised their discretion and allowed the lien, and the court would not interfere. Baggallay, L.J., was of the same opinion. It was unnecessary to consider on the present appeal whether the discretion was to be exercised by ord. 65, r. 14, or by rule 27, sub-section 37, of the same order, because if rule 14 was not co-extensive with the subject-matter of rule 63 of Hil. Term, 1853, r. 27, sub-section 37, retained the existing practice. Bowen, L.J., said that, whichever way rule 14 was read, the court had a right to do what was just. Supposing the rule to apply only where the application was to set off cross-judgments in the same suit, then it did not apply to the case in question. But the rule of Hilary Term being abrogated, the old equitable jurisdiction was left.—Counsel, *Etherington Smith; Tindal Atkinson*. Solicitors, *J. Close; Lindsay, Mason, Greenfield, & Mason*.

High Court of Justice—Queen's Bench Division.

(Before Grove and Manisty, JJ.)

April 30.—*In the Matter of Walter Simmons, an Unqualified Person.*

This was an application made on behalf of the Incorporated Law Society to commit the defendant for contempt of court, for having issued a writ in an action, and having otherwise done the work of a solicitor in the name of a Mr. H. Kirkby, a solicitor whom he (Simmons) had known at the time to have been without a certificate, and who had refused to allow him (defendant) to make use in any way of his name. The case came before the court a short time back (*ante*, p. 439), when it was adjourned that the form of the notice served upon Simmons might be amended.

R. T. Reid, Q.C., and *F. W. Hollams*, appeared for the Incorporated Law Society; *Scarlett* was for the defendant.

The case having been heard at considerable length,

The Court made an order that the writ of attachment should issue against the defendant, and that he should pay the costs of the present motion. No order was made as to the cost of the previous motion.—*Times*.

In Bankruptcy.

(Before Mr. Wreford, Assistant-Receiver.)

May 1.—*In re Benn Davis.*

A first meeting was held under the failure of the debtor, who is described as a solicitor, of Cork-street, Burlington-gardens, and Avenue-road, Regent's Park. He did not appear, and it was stated that he had absconded. An approximate statement of affairs has, however, been prepared by the direction of the official receiver, which shows unsecured debts, £36,857; fully secured debts, £79,932; partly secured, £39,573 (the securities being taken at £19,604); and liabilities on bills other than the debtor's acceptances, £23,100, forming an unsecured total of £79,927; assets, £23,012, subject to realization.

Linde, E. Lee, J. S. Merton, J. N. Joseph, Hobrow, and other solicitors appeared in the case.

Proofs of debt amounting to £32,200 were tendered, and after some discussion the creditors passed resolutions for bankruptcy, Mr. C. L. Nichols, accountant, being appointed trustee of the estate, with a committee of inspection.—*Times*.

LAW STUDENTS' JOURNAL.

LAW STUDENTS' DEBATING SOCIETY.

The usual weekly meeting of this society was held on the 5th inst., Mr. Stewart-Smith in the chair. The question for discussion was as follows:—"That the case of *Beddall* v. *Maitland* (L. R. 17 Ch. D.) was wrongly decided." The question was opened in the affirmative by Mr. Woodhouse, and Messrs. Riddell and A. Austin also spoke upon the same side. The negative was supported by Messrs. Bilbrough, Nichols, H. Mossop, and Courtley. The opener subsequently replied, and the chairman summed up. [We are not informed as to the result of the discussion.]

SOCIETIES.

LAW ASSOCIATION.

At the usual monthly meeting of the directors, held at the hall of the Incorporated Law Society, Chancery-lane, on Thursday, the 7th inst., the following being present—viz., Mr. Boodle (chairman), and Messrs. Collisson, Lucas, Styan, Sidney Smith, and A. B. Carpenter (secretary)—one new member was elected, and the ordinary general business was transacted.

OBITUARY.

MR. GEORGE WOODBURY COCKRAM.

Mr. George Woodbury Cockram, solicitor, of Tiverton, died at that place on the 13th ult. Mr. Cockram was born in 1819. He was admitted a solicitor in 1847, and he had practised for over thirty years at Tiverton. He was a perpetual commissioner for Devonshire, and he had an extensive private practice. Mr. Cockram had been for many years vestry clerk of Tiverton parish, and he was also clerk to the Tiverton School Board and to the Tiverton Burial Board. He took an active interest in political and municipal matters. He was formerly the chief Liberal agent for the borough of Tiverton, and he was for several years a member of the town council. He had been three times mayor of Tiverton, and during his last mayoralty he was presented with his portrait by the subscription of a large number of the inhabitants of the town. He was also a borough magistrate. His son, Mr. George Edward Cockram, was admitted a solicitor in 1879, and is clerk to the borough magistrates and to the Commissioners of Taxes.

MR. WILLIAM SAVAGE POOLE.

Mr. William Savage Poole, solicitor, died at Warwick on the 13th ult., in his seventieth year. Mr. Poole was born in 1815. He was admitted a solicitor about the year 1838, and he practised for many years at Kenilworth. He was formerly clerk to the Kenilworth Local Board, and more than thirty years ago he was elected coroner for the Central Division of Warwickshire. His health had long been failing, and he had, therefore, retired from practice, but he held the coronership until his death. Mr. Poole was for several years a member of the Warwick Board of Guardians.

MR. JOHN MORGAN.

Mr. John Morgan, solicitor (the head of the firm of Morgan, White, & White), of Merthyr Tydfil, died on the 26th ult. Mr. Morgan was admitted a solicitor in 1843, and he was at the head of one of the most important offices at Merthyr Tydfil. He was a perpetual commissioner for Monmouthshire and Glamorganshire, and he had an extensive private practice, and filled some important appointments. He had been for several years returning officer for the borough of Merthyr Tydfil, and he was also clerk to the magistrates for the Penderyn Division of Glamorganshire, and clerk to the Vaynor District Highway Board. Mr. Morgan was associated in partnership with Mr. Thomas Lewis White, the town clerk of Merthyr Tydfil, and with Mr. Joseph Oakey White.

MR. THOMAS WILTON.

Mr. Thomas Wilton, solicitor, of Bath, died on the 20th ult. Mr. Wilton was born in 1829. He was admitted a solicitor in 1852, and he had practised for over thirty years at Bath, where he had taken a leading part in municipal business. He was for seventeen years a town councillor for Bathwick Ward, and he was elected mayor of the city in 1882. During his term of office he was also elected an alderman. Mr. Wilton was, at the time of his death, associated in partnership with his two sons, Mr. John Gauler Wilton, who was admitted in 1872, and Mr. Thomas Edmond Wilton, who was admitted in 1877. He also leaves four daughters. He was buried at the Abbey Cemetery, Bath, on the 25th ult.

LEGAL APPOINTMENTS.

Sir Patrick Colquhoun, LL.D., Q.C., has been elected President of the Royal Society of Literature. Sir P. Colquhoun is the eldest son of the Chevalier James Colquhoun, and was born in 1815. He was educated at Westminster and St. John's College, Cambridge, where he proceeded to the degree of LL.D. He was called to the bar at the Inner Temple in Easter Term, 1838, and he was formerly a member of the Home Circuit. He was Chief Justice of the Ionian Islands from 1861 till 1864. He received the honour of knighthood in 1861, and he became a Queen's Counsel in 1866. Sir P. Colquhoun is a bencher of the Inner Temple.

Mr. Robert Phillips Edyvean, solicitor, of Bodmin and Fowey, has been elected Town Clerk of the Borough of Bodmin. Mr. Edyvean was admitted a solicitor in 1877.

Mr. Francis Samuel Clark, solicitor, of Bath, has been appointed a Perpetual Commissioner for Somersetshire, Gloucestershire, and Wiltshire for taking the acknowledgments of deeds by married women.

Mr. Cornelius Marshall Warmington, Q.C., has been elected a Bencher of the Middle Temple.

Mr. Charles Stuart Mein, barrister, has been appointed a Puisne Judge of the Supreme Court of the Colony of Queensland, in succession to the late Mr. Justice Pring. Mr. Justice Mein was, till recently, Postmaster-General for the Colony.

Mr. Alfred Billson, solicitor (of the firm of Oliver Jones & Billson), of Liverpool, has been appointed a Magistrate for that borough. Mr. Billson was admitted a solicitor in 1860.

Mr. Edward Wrangham Bird, solicitor and notary (of the firm of Laces & Bird), of Liverpool, has been appointed a Magistrate for that borough. Mr. Bird was admitted a solicitor in 1856.

LEGISLATION OF THE WEEK.

HOUSE OF LORDS.

April 30.—*Bill in Committee.*

Federal Council of Australasia.

Bill Read a Third Time.

Infants.

May 1.—*Bills Read a Second Time.*

Metropolis Management Acts Amendment.
Friendly Societies Act (1875) Amendment.

Bill in Committee.

Water Companies (Regulation of Powers).

Bills Read a Third Time.

Private Bills.—Bermondsey Vestry; Albert Palace Association.
Federal Council of Australasia.
Criminal Law Amendment.

May 5.—*Bills Read a Second Time.*

Private Bills.—Scinde, Punjaub, and Delhi Railway Company; United Telephone Company.

Bills Read a Third Time.

Private Bills.—Longton Corporation; Ashton-under-Lyne, Stalybridge, and Dukinfield (District) Water; London, Chatham, and Dover Railway (Capital).
Water Companies (Regulation of Powers).

HOUSE OF COMMONS.

April 30.—*Bills Read a Second Time.*

Private Bill.—Skegness, Chapel, St. Leonards, and Alford Tramways.
Metropolitan Streets Act (1867) Extension.

May 1.—*Bill Read a Second Time.*

Private Bill.—Regent's Canal.

Bills in Committee.

Private Bills.—Glyn Valley Tramway (Repayment of Portion of Deposit); Isle of Axholme Railway (Repayment of Deposit).
Metropolitan Streets Act (1867) Extension.
Waterworks Clauses Act (1847) Amendment.

Bills Read a Third Time.

Private Bills.—Guiseley, Yeadon, and Rawdon Railway; Lydd Railway.

May 4.—*Bills Read a Second Time.*

Private Bills.—Central Argentine Railway Company; Liverpool Cathedral; Liverpool Grain Storage and Transit Company.
Trustees' Relief.

Bill in Committee.

Submarine Telegraph Cables.

Bills Read a Third Time.

Private Bills.—Auld's Patent; East and West India Dock Company; East London Railway; Liverpool and Birkenhead Subway; North Metropolitan Tramways.
Metropolitan Streets Act (1867) Amendment.
Barristers' Admissions (Ireland).

May 5.—*Bill Read a Second Time.*

Private Bill.—Charing-cross and Waterloo Electric Railway (Abandonment).

Bill in Committee.

Registration (Occupation Voters).

Bill Read a Third Time.

Private Bill.—Colne Valley Water.

Tenders for Queensland Government Four per Cent. Inscribed Stock will be received by the Bank of England on the 15th inst. The issue is £2,500,000. The minimum price is £97 for every £100 of stock. The stock will rank *pari passu* with the Four per Cent. Stock, previously created, redeemable on the 1st of July, 1924.

The *City Press* states that the Bank of England has purchased for £30,050 the important site of the "Cock Tavern" and the vacant land in Fleet-street between Chancery-lane and the Law Courts, for the erection of new buildings for the accommodation of the large business in connection with the High Court of Justice.

LEGAL NEWS.

The Court of Appeal has fixed Monday, the 18th of May, for hearing the case of *Adams* v. *Coleridge*.

On Saturday the Irish Court of Appeal gave judgment upon a question of considerable interest, arising out of a strange diversity of practice which has prevailed in the Irish High Court of Justice. An application was made recently to the Exchequer Division for liberty to substitute service of a writ of summons upon the land agent and law agent of Mr. Herbert, of Muckross Abbey, in an action brought by Messrs. Lewis, of Burlington-gardens, London, on a promissory note for £500. The defendant is now resident in America. The Exchequer Division refused the application because the leave of the court had not been obtained before the issue of the writ. It has been the practice of the Chancery and Exchequer Divisions to require such leave, while the Queen's Bench and Common Pleas Divisions do not think it necessary that leave should be obtained unless in cases in which it is intended to serve a defendant personally out of Ireland. The Judicature Act consolidated and made uniform the practice in all the divisions. The 13th section was the only one relating to the matter, and it referred only to the service of writs, not the issuing of them. In the rules and order annexed to the Act, a distinction was made between personal service out of the jurisdiction and service upon an agent within it. That difference was well understood, and the latter course was well known before the Judicature Act, and it was not necessary, before issuing a writ, to obtain leave of the court. The practice of the Exchequer Court was, therefore, not correct, and the order appealed from should be discharged; but, under the circumstances, the defendant would not be called upon to pay the costs. Lord Justice Barry expressed regret that some other mode of settling a diversity of practice had not been adopted than an *ex parte* appeal. He thought it would have been better if the judges had met and arranged a uniform practice.

A writer in the *American Law Review* gives an account of the proceedings in the Circuit Court of Missouri within the last two years. The writer appeared as advocate, and, "after a good deal of idle and desultory talk, lasting at least an hour, the trial was resumed. I soon had occasion to make objection to a question propounded by the opposing counsel, when, to my surprise, the judge, instead of passing on my objection, remarked: 'Now, if you lawyers think I'm going to hear any argument on objections, you'll find yourselves very much fooled. I won't do it.' He then graciously announced that we could make all the objections we wanted and put them in our bill of exceptions, thereby intimating that he would not even pass on objections; and on that intimation he acted all the way through. Finally the case was submitted just before the dinner hour. After recess, his Honour resumed his place on the bench, and after hearing some minor motions, he descended and approached me with the remark: 'If you want to smoke here you can do so. It's not very dignified to smoke on the bench, but I'm going to smoke a cigar.' Which cigar he proceeded to light, as I did mine, although there were a number of placards on the walls of the court-room—'No smoking allowed in this room while the court is in session.' His Honour then proceeded to pass sentence on two coloured men who had been convicted at that term. After this, his legs stretched across the bench and his cigar glowing brightly, his Honour proceeded to deliver judgment in my case in the following words:—'The decree of the Supreme Court, affirming the judgment of the Court of Common Pleas, is set aside. The judgment of the last-mentioned court is also set aside, and the case remanded to that court for new trial, in accordance with the original opinion of the Supreme Court.' Which original opinion that court itself had repudiated on re-hearing. The court thereupon adjourned, and the writer left at once, to muse over the uncertainties of the law, and to ponder over the spectacle of an inferior court deliberately overruling the Supreme Court of the State."

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ADDLESTONE LINOLEUM COMPANY, LIMITED.—Petition for winding up, presented April 29, directed to be heard before Bacon, V.C., on Saturday, May 9. Trinders and Romer, Cornhill, solicitors for the petitioners

ISLE OF WIGHT TRADING COMPANY, LIMITED.—Creditors are required, on or before May 28, to send their names and addresses, and the particulars of their debts or claims, to William Henry Pannell, Girdlers' Hall chmbrs, Basinghall st. Thursday, June 11 at 12, is appointed for hearing and adjudicating upon the debts and claims

NATIONAL CYCLE WORKS, LIMITED.—Petition for winding up, presented April 25, directed to be heard before Chitty, J., on Saturday, May 16. Dicker, Basinghall st, solicitor for the petitioner

SHORE FOUNDRY COMPANY, LIMITED.—Petition for winding up, presented April 23, directed to be heard before Pearson, J., on Saturday, May 9. Scotts, King William st, agents for Graham and Shepherd, Sunderland, solicitors for the petitioners

UNITED SECURITY SOCIETY, LIMITED.—Petition for winding up, presented April 29, directed to be heard before Kay, J., on May 9. White and Co, Whitehall place, solicitors for the petitioner

[*Gazette*, May 1.]

FORDER, GOODMAN, AND COMPANY, LIMITED.—By an order made by Kay, J., dated April 25, it was ordered that the voluntary winding up of the company be continued. Tarn, Philpot lane, solicitor for the petitioners

HOREHOUND BEER BREWERY COMPANY, LIMITED.—By an order made by Pearson, J., dated April 25, it was ordered that the company be wound up. Saxelby and Faulkner, Ironmonger lane, petitioners in person

LLAY HALL COAL AND CLAY WORKS COMPANY, LIMITED.—Chitty, J., has by an order, dated April 15, appointed William Williams, 13, King st, Cheapside, to be official liquidator. Creditors are required, on or before May 30, to send their names and addresses, and the particulars of their debts or claims, to the above. Wednesday, June 10, at 12, is appointed for hearing and adjudicating upon the debts and claims

OLATHE SILVER MINING COMPANY, LIMITED.—By an order made by Pearson, J., dated April 18, it was ordered that the voluntary winding up of the company be continued. Miller and Miller, Sherborne lane, solicitors for the petitioners and liquidator

[*Gazette*, May 5.]

FRIENDLY SOCIETIES DISSOLVED.

COURT BRAVE OLD OAK, Ancient Order of Foresters, Private Room, Crown ct, Wood st, Wakefield, York. April 28

FRIENDLY SOCIETY OF TRADESMEN, Holly Bush Inn, Cradley Heath, Stafford. April 28

FRIENDLY AND UNITED SOCIETY, Seven Stars Inn, Newton Bushel, Devon. April 28

LOYAL VICTORIA FRIENDLY SOCIETY, Bell Inn, Tong, Norton, Salop. April 28

MINERS' HELP FRIENDLY SOCIETY, Royal Oak Hotel, Pendlebury, Lancaster. April 27

[*Gazette*, May 1.]

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 1.	Appeal Court No. 2.	V. C. Bacon.	Mr. Justice Kay.
Mon., May 11	Mr. Clowes	Mr. King	Mr. Ward	Mr. Lavie
Tuesday ... 12	Koe	Merivale	Pemberton	Pugh
Wed..... 13	Carrington	King	Ward	Lavie
Thursday.. 14	Jackson	Merivale	Pemberton	Pugh
Friday 15	Pugh	King	Ward	Lavie
Saturday .. 16	Lavie	Merivale	Pemberton	Pugh

	Mr. Justice Chitty.	Mr. Justice North.	Mr. Justice Pearson.
Monday, May..... 11	Mr. Beal	Mr. Koe	Mr. Jackson
Tuesday 12	Farrer	Clowes	Carrington
Wednesday..... 13	Beal	Koe	Jackson
Thursday..... 14	Farrer	Clowes	Carrington
Friday 15	Beal	Koe	Jackson
Saturday 16	Farrer	Clowes	Carrington

COURT OF APPEAL.

EASTER SITTINGS, 1885.

FROM THE CHANCERY DIVISION, THE PROBATE, DIVORCE, AND ADMIRALTY DIVISION (PROBATE AND DIVORCE), AND THE COUNTY PALATINE AND STANNARIES COURTS.

(*Concluded from p.* 403.)

(Probate) Goulstone and ors v Woodward and ors (Green and ors Intervenors) app of Susannah Stock one of the Interveners from decree of Mr Justice Butt for validity Feb 10

In re The Furness Iron and Steel Co ld and Co's Acts app of Hodbarrow Mining Co (having liberty &c) from order of Mr Justice Kay Feb 11

President of St John's College, Oxford v Athawes app of dft from judgt of Mr Justice Kay Feb 11

Gandy v Gandy app of dft Maurice Gandy from order of V C Bacon on further con Feb 12

Clough v Cure app of plt from judgt of V C Bacon Feb 12

In re Sir W Hutt, dec Bowes v Lady Hutt app of plt from judgt of Mr Justice North Feb 13

Batchelor v Batchelor app of dft Jas Batchelor from judgt of Mr Justice Chitty Feb 13

Heywood v Silber app of dft from judgt of Mr Justice Pearson Feb 1

Burr v L & S W & Met District Rys Co app of dfts from order of V C Bacon Feb 16

Georgina Weldon v W H Weldon app of plt from judgt of V C Bacon Feb 16

Westbury on Severn Rural Sanitary Authority v Meredith app of plts from judgt of Mr Justice Kay Feb 17

In re W H Harrison, spinster, decd Turner v Hellard (originating summons) app of plts from order of Mr Justice Kay Feb 18

National Provl Bk of England, ld v Hendrie app of dft from order of Mr Justice Chitty confirming conditional contract Feb 19

In re Morgan Jones, dec Jones v Thomas app of dft Ann Jones, widow, from order of V C Bacon on application to vary C C certificate Feb 20

In re B Savage, dec Savage v Savage app of plt from order of Mr Justice Pearson dismissing application for administration Feb 21

In re T W Richardson, dec Shillito v Hobson app of dft, W W Hobson from judgt of Mr Justice Kay Feb 25

In re J G Meyers, dec Meyers v King app of dft Louisa Burling from order of V C Bacon Feb 26

Hoey v Green app of dfts from order of Mr Justice Pearson Feb 26

In re a Contract for Sale of Leasehold Premises at South Norwood between J Moody and W T Yates and V and P Act, 1874 app of J Moody and anr from order of Mr Justice Chitty Feb 26

Leeds District Registry Hallbrook v Sykes app of dft from judgt of Mr Justice Kay at Leeds for the Chancery Division March 2

Dreyfus, Bros, & Co v Peruvian Guano Co app of dfts from judgt of V C Bacon March 4

In re Joseph Wragg's Registered Trade Mark, No. 2176 and Patent Designs and Trade Marks Act, 1883 app of J Wragg from Mr Justice Pearson March 6

In re Asquith, dec Asquith v Asquith app of Joseph Ibberson from order of Mr Justice Chitty March 6 In re Joseph Ibberson (one &c.)

Woolverton v Woolverton app of plts from order of Mr Justice Kay dismissing action with costs March 16

Clark v S Met Gas Co app of plts from order of Mr Justice North dismissing action Mar 17

In re Westhead's Settlement Trusts Vawdrey v Gordon app of dfts M L Westhead and anr from order of Mr Justice Kay Mar 19
In re Patent Designs and T M Acts, 1883, and In re an Application No 40,018 of Price's Patent Candle Co, lmd app of Price's Co from refusal of Mr Justice Pearson March 19
In re Robert Lucas, decd, Parish v Hudson app of Jno Parish and ors from order of Mr Justice Kay March 20
In re Jas Conway, decd, Conway v Conway app of deft Margaret Conway from order of Mr Justice Chitty March 23
Russell v Watts app of defts from order of V C Bacon March 25
Bucalossi v Wood (trading as J B Cramer & Co) app of deft from V C Bacon refusing to vary C C Certificate March 25
In re a Contract, dated 24th July, 1884, made between T C Parry and Wm Dagge for purchase of Real Estate in County of Hereford and V & P Act, 1874 app of Purchaser (legal personal representative of Wm Dagge) from order of Mr Justice Pearson March 25
In re Hodgson, decd, Beckett & Co v Ramsdale app of defts from jndgt of V C Bacon March 26
Edmonds v Robinson app of plt from refusal of Mr Justice Kay March 27
Edwards v Duplex Electric Light Power and storage Co, limd (in liquidation) and ors app of plt from judgt of V C Bacon March 28
In re Land Loan and Mortgage Co and General Trust Co of South Africa and Co's Acts app of Frank Boyle from refusal of Mr Justice Kay March 31
Societe Generale de Paris v Dreyfus Bros & Co app of defts Dreyfus Bros & Co from order of Mr. Justice Pearson April 1
In re Avondale Paper Co, lmd and Cos Acts app of J H Collins from order of Mr Justice Chitty placing on List of Contributories April 2
In re John Young (Vendor) and Christopher Harston and ors (Purchasers and V & P Act, 1874) app of purchasers from order of V C Bacon for payment of interest on purchase money paid in under protest April 2
In re W Speight, decd, Mitchell v Harrop, Wilson v Harrop app of plt Mitchell from judgt of Mr Justice Kay April 2
In re Nicholson's Discount Co, lmd, and Co's Acts app of Benjamin Nicholson from order of Mr Justice Chitty April 8

Appeals from the County Palatine Court of Lancaster.
From Final Orders and Judgments.
1884.

In re D Shaw, dec Sinnott v Pemberton app of plt from judgt of the Vice-Chancellor dated Jan 11, 1884 June 13
Austerberry (on behalf &c) v Mayor &c of Oldham app of plt from judgt of the Vice-Chancellor dated Apl 30, 1884 June 17
In re Stone, dec Stone v Stone app of plts from judgt of the Vice-Chancellor dated May 13, 1884 June 26
In re Spencer, dec Spencer v Lowe app of James Lowe from order of the Vice-Chancellor dated July 5, 1884 July 9
Gordon v James app of plts from judgt of the Vice-Chancellor dated June 10, 1884 July 16
Raines v Mellor app of defts from judgt of the Vice-Chancellor dated May 15, 1884 Aug 1
Liverpool District Sharp v Dawson app of plts from judgt of the Vice-Chancellor dated June 25, 1884 Dec 1
Samson (an infant, by Joseph Wadsworth her next friend) v Hewitt and ors app of dft Edward Theodorus Paul from judgt of the Vice-Chancellor dated Dec 11, 1885 Dec 24

1885.

Baron Gerard of Bryn v Bromilow app of dft from judgt of the Vice-Chancellor dated 9 Dec 1884 Jan 13
In re Robert Garside, dec Garside v Bellhouse app of Messrs Williams, Brown & Co from refusal of the Vice-Chancellor to vary District Registrar's Certificate dated 17 Jan 1885 Feb 7
In re Southport and West Lancashire Banking Co ld and Co's Act 1862 and 1880 and Chancery Lancaster Acts 1850 and 1854 (Contributory Case) app of Herbert Kidson the Liquidator from order of the Vice-Chancellor dated 27 Jan 1885 Feb 11
In re George Frankland, dec Frankland v Pemberton app of dfts from order of the Vice-Chancellor on fur con dated 15 Jan 1885 Feb 11
In re Blackburn & District Benefit Building Soc & Co's Acts and 6 & 7 Will 4, c 32, and Lancaster Acts, 1850-54 (W Holland's claim) app of Official Liquidator from order of the Vice Chancellor, dated Jan 19, 1885 Feb 17
In re W Hayton, dec Hayton v Haslam app of O H Decrodie from order of the Vice Chancellor on fur con, dated 21 Jan, 1885 Feb 26
Cropper v Walker & Lomax ld & anr Walker & Lomax ld & anr v Cropper (by claim and counter-claim) app of defts Walker & Lomax ld & anr from judgt of the Vice Chancellor, dated 23 Jan, 1885 Mar 23
Earle v Orford app of plts from judgt of the Vice Chancellor, dated 20 Nov, 1884 Jan 24

N.B.—The County Palatine Appeals, as the dates of setting down are reached in the General and Separate Lists, are set aside and taken on the first Thursday in every month.

From Orders made on Interlocutory Motions in the Chancery Division—
Separate List.
1885.

(Divorce) H M Wodehouse, petnr v W W Wodehouse, respt app of respt from decision of Sir James Hannen that cruelty not proved (S O till April 21) Feb 26
Houston v Marquis of Sligo (point of law) app of plt from order of Mr Justice Pearson Mar 2
(Divorce) Elizabeth Ahier, petnr v Phillippe Ahier, respt app of Phillippe Ahier from refusal of Mr Justice Butt to grant a new trial Mar 19
Shaw v Dudley app of defts from order of Mr Justice Kay Mar 27
Bastendorff v Rogers app of plt from refusal of Mr Justice Chitty to restore for re-hearing Mar 31
Davies v Makuna app of deft from order of Mr Justice Pearson April 8

FROM THE QUEEN'S BENCH AND PROBATE, DIVORCE, AND ADMIRALTY (ADMIRALTY) DIVISION.

(*Concluded from p.* 404.)

Blanckensee & ors v Blaiberg app of plts from judgt of Mr Justice Stephen at trial in Middx Mar 24
Hearn v Jeffery, Exors &c app of dft from judgt of Mr Justice Day at trial March 25
Fray v The Inclosure Commrs for England and Wales app of plt from judgt of Justices Grove and Mathew after trial April 1
Dinas Steam Colliery Co ld & anr v John app of dft from Mr Justice Stephen after trial without a jury at Cardiff April 1
The Queen v The South Staffordshire Waterworks Co (Q B Crown Side) app of Prosecutors (Assessment Committee of West Bromwich Union) from Justices Mathew and A L Smith quashing order of sessions April 2
Hirst v Taylor app of dft from Justices Manisty and Lopes setting aside judgt of non-suit April 8
Harrison v National Provincial Bank of England, ld app of plt from Justices Grove, Manisty and Lopes setting aside verdict and judgt April 8

FROM PROBATE, DIVORCE, AND ADMIRALTY DIVISION (ADMIRALTY).

For Hearing.
With Nautical Assessors.
1884.

Ship Hollandia (damage) Tyne Steam Shipping Co ld v General Steam Navigation Co app of dfts from judgt of the President June 8
1885.
Ship Roshina (damage) Edwards, Robertson & Co and ors v The Falmouth Harbour Commrs and Sherris app of defts from judgt of the President, dated Dec 18, 1884 Jan 12
Ship Portugalete (damage) Owners of SS Glendale v Portugalete Steamship Co lmd app of defts from judgt of Mr Justice Butt dated Dec 18, 1884 Jan 15
Ship Stanmore (damage) Owners of SS Cornwall v Owners of SS Stanmore app of plts from judgt of the President, dated Dec 15, 1884 Jan 17
Ship Anatolia (damage) Owners of SS Tintern Abbey v Gray and ors, Owners of SS Anatolia app of defts from judgt of Mr Justice Butt, dated Jan 13, 1885 Jan 26
Ship Henry Villard (damage) Owners of Magdeburg v Owners of Henry Villard app of plts from judgt of Mr Justice Butt, dated Jan 16, 1885 Jan 30
Ships Claudia and Polam (damage) Stephens, Mawson, & Goss v Edward Jordan, Hough, and ors app of plts from judgt of the President, dated Dec 19, 1884 March 18
Ship Newbattle (damage) Owners of Louisa v Owners of Marie and ors Newbattle app of plts from judgt of Mr Justice Butt, dated Feb 11, 1885 March 19
Ship Hartlepools (salvage) Alfred Suart and ors, owners of Hartlepools v Owners, Master, and Crew of Titian, cargo and freight app of defts from judgt of Mr Justice Butt, dated March 31, 1885 April 1

FROM THE QUEEN'S BENCH DIVISION.—SITTING IN BANKRUPTCY.

1885.

In re Tollemache	Ex parte Baylis app from Mr Registrar Pepys (pt hd March 27—present Lord Chief Justice, Lord Justice Baggallay & Lord Justice Lindley)
Tollemache	Revell app from Mr Registrar Pepys
Parker	Board of Trade
Pellew	Meager
Cresswell	Zurhelle
Tollemache	Weeks
Tollemache	Wood

N.B.—Bankruptcy Appeals will be taken every Friday in Appeal Court I. until further notice.

From Orders made on Interlocutory Motions in the Queen's Bench Division.
1885.

John Lethem & Co v Fulda app of of dft from decision of Judge of Westminster County Court on counter claim to set aside part of judgt or grant new trial (pt hd April 1—present Lords Justices Baggallay and Lindley)
Edwards v Hope app of plt from Justices Lopes and Cave affirming decision of Mr Justice A L Smith setting aside Master's order for set off (S O April 1 till Easter on terms—present Lords Justices Baggallay and Lindley)
In re an Arbitration between the Coed Cae Coal Co and Thomas Jones app of Thomas Jones from Justices Grove and Stephen refusing to set aside award of Mr Adams, Mining Engineer, South Wales Nov 5 (S O April 15)
Weldon v Neal app of plt in person from part of order of Justices Grove and Manisty directing new trial—notice of contention by deft to rescind order—action tried by Mr Justice A L Smith Mar 2
London & Lancashire Fire Insce Co v British America Assce Co app of deft Co from part of order of Mr Justice Grove & Baron Huddleston affirming order of Mr Justice Field for reference of action to special referee London and Lancashire Fire Insce Co v British America Assce Co app of plt from part of the same order Mar 6
The Queen v The Local Government Board (Q B Crown Side) app of Justices of the County of Devon from refusal of the Lord Chief Justice & Mr Justice A L Smith to grant rule nisi for mandamus Mar 7
Fennell v Gardner app of deft from Justices Manisty and Lopes refusing new trial—action tried at Lewes by Mr Justice A L Smith Mar 11
Carson v Pickersgill app of plts from Justices Grove & Manisty affirming Mr Justice Chitty in chambers refusing review of taxation Mar 12
Cobb v Harrison app of plt from Justices Grove & Manisty affirming order for transfer of action to Chancery Division Mar 13
The Ocean Steamship Co v Anderson, Tritton & Co app of plts from Justices Manisty & A L Smith affirming order of Mr Justice Field for transfer of action to the Admiralty Division Mar 16
In re an Arbitration between The Credit Lyonnais London Agency and L Jacobs, Marcus & Co and In re an Action in the Chancery Division between the same parties app of The Credit Lyonnais from Justices Mathew & A L Smith refusing to set aside award of W B Morris & ors In re The Same Arbitration app of The Credit Lyonnais from Justices Mathew & A L Smith affirming order of Mr Justice Denman for payment of amount due under award Mar 17
Bowker v Evans Taylor v Evans app of deft from Justices Grove, Manisty & Lopes dismissing motion to strike special case out of list Mar 18
Smith v Critchfield and ors (Edward Jenner, claimant) app of claimant from Justices Mathew and A L Smith affirming judgt in chambers referring back to Master for hearing March 19
H J H Skinner v The City of London Marine Ins Corporation, lmd (Q B Crown

Side) app of plt from order of the Lord Chief Justice and Mr Justice A L Smith for new trial in the Mayor's Court (leave to appeal on first head of damages only) March 20
The Queen v The Judge of the City of London Court and Thomas Claxton (Q B Crown Side) app of Messrs Lucas & Aird from Justices Mathew and A L Smith discharging rule nisi for prohibition in action of Claxton v Lucas The Queen v The Judge of the City of London Court and Philip Maskell app of Messrs Lucas & Aird from similar order in Maskell v Lucas March 24
Fray v The Inclosure Commrs for England and Wales app of plt from Justices Manisty and Lopes refusing new trial—action tried by Baron Huddleston at Shrewsbury March 25
Pege v Harrison app of plt from order of Mr Justice Grove and Baron Huddleston for new trial—action tried by Mr Justice Hawkins in Middlesex March 26
Brunton & Co v Gribble app of deft from order of Mr Baron Huddleston and for restoration of action to list for trial on payment of costs of day March 26
Solomon v Barslem and anr app of deft Cruickshank from Justices Mathew and A L Smith refusing leave to defend unconditionally March 28
Bowker v Evans (Manchester District Registry) app of I B Taylor and others exors of deceased plt from Justices Grove, Manisty and Lopes setting aside order of Mr Justice Field for substitution of appells as plts March 30
Hasker v Wood app of plt in person from Justices Mathew and Wills affirming refusal of Mr Justice Denman to order review of taxation March 30
Ridley, Whiteley & Co v Oldfield app of plts from Justices Mathew and A L Smith affirming order of Mr Justice Denman refusing liberty to sign final judgt and affirming leave to defend April 1
Frost v Caudwell app of dft from Justices Grove and Manisty refusing new trial —action tried by Mr Justice A L Smith at Derby April 2
In re Daniel Edward Stanford (one, &c) ex parte Wm Alexr Ogilvie app of W A Ogilvie from Justices Mathew and A L Smith refusing order for taxation. April 2
Fox & ors v Railway Passengers Assce Co app of plt from Justices Mathew and A L Smith staying proceedings April 2
Shand v Lever app of dft from Justices Manisty and Cave directing certificate of Master to be remitted for variation and amendment April 8

[SUMMARY OF APPEAL LIST.

	Final.	Interlocutory.	Total.
From the Chancery Division	155	.. 6 ..	161
From County Palatine Court	16	.. — ..	16
From the Queen's Bench Division ..	101	.. 26 ..	127
From the Probate, Divorce, and Admiralty Division, Admiralty with Assessors	9	.. — ..	9
From the Queen's Bench Division sitting in Bankruptcy	7	.. — ..	7
Totals ..	288	32	320

HIGH COURT OF JUSTICE.

QUEEN'S BENCH DIVISION.

EASTER SITTINGS, 1885.

(*Concluded from p. 409.*)

Middlesex, Central Criminal Court The Queen v Denny Nisi for certiorari for indictment at instance of deft
Essex Morrison, Wood & Co v West Ham Gas Co & anr Magistrate's case
Middlesex, Westminster Buttner v London, Chatham & Dover Ry Co County Court Plts nisi for new trial H H Judge Bayley
Lancashire, Ulverston & Barrow in Furness Benson v Huddleston County Court Nisi to enter judgt for deft or for new trial H H Judge Ingham
Lincolnshire The Queen v Judge of County Court of Gt Grimsby & Vincent & ors Nisi to hear, &c action Ex parte Davy & ors, trustees, &c
Cardiganshire The Queen v The Overseers, &c of Doithie Camddwr Nisi for mandamus Ex parte Llanddewibrefi School Board
Sussex The Queen v Hillman Order of Justices Nisi to quash
Middlesex, Bow Hackett v Flood & anr County Court Special case Deft Flood's app H H Judge Prentice
Surrey, Lambeth Offer v Kirk County Court Nisi to enter judgt for plt or new trial H H Judge J Pitt Taylor
Lincolnshire, Spilsby Mason v Rhodes County Court Special case plts app H H Judge Stephen
Southampton Peet v Brunton Magistrate's case
Devonshire The Queen v Mathews Nisi for certiorari for indictment at instance of defendant
Same The Queen v Belfield Ditto
Same, Torquay Symons & Wife v Leaker & anr County Court Special case Defts app H H Judge Giffard
Surrey, Southwark Parker & Wife v L C & D Ry Co & anr County Court Plts nisi for new trial as against Midland Ry Co H Cowie, Esq, Deputy-Judge
Hertfordshire, Hertford Hunt v Gt Eastern Ry Co County Court Plts nisi for new trial H H Judge Abdy
Middlesex, Shoreditch Shipley v Tite & Sons and Young County Court Nisi to enter judgt for deft Young or for new trial between plt and Young H H Judge Prentice
Middlesex, Brompton Wall v Partington Advertising Co County Court Defts nisi for new trial
Yorkshire (E R) The Queen v Churchwardens &c of Kelham nisi for mandamus to pay money to School Board
Staffordshire The Queen v Licensing Justices for Division of Pirehill North Defts notice of motion for new trial on mandamus tried at Birmingham Plts cross motion to enter judgt
Gloucestershire, Northleach Smith v Acock County Court Special case Agricultural Holdings Act 1883, s 25 H H Judge Sumner
Berkshire, Newbury Plenty & Son v Martin County Court Nisi to enter judgt for dft or new trial H H Judge Lushington
Glamorganshire, Cardiff Johnston v Kinsey County Court Nisi to enter judgt for dft or for new trial H H Judge Owen
Denbighshire The Queen v Justices of Denbigh Nisi for mandamus to Jj to hear appeal Ex parte Hesketh
Essex The Queen v Dredge Nisi for certiorari to remove verdict into Central Criminal Court
Sussex The Queen v Lawes and anr Nisi for certiorari for indictment at instance of defendants
Dorsetshire, Shaftesbury Burr v Vercoe County Court Special case Plaintiffs appeal H H Judge Atkinson
Parts of Lindsey, Lincolnshire Manchester S and L Ry Co v Calstor Union Quarter Sessions reference, 12 & 13 Vict c 45 Special case
Middlesex, Westminster Sander v Sykes & Son County Court Nisi to enter judgt for dfts or for new trial H H Judge Bayley
Berkshire, Reading Margrett v S E Ry Co County Court Nisi to enter judgt for dfts or for new trial H H Judge Lushington
Montgomeryshire The Queen v Evans and ors Nisi for mandamus to pay balance of precepts to School Board
Lancashire, Liverpool Morris & Sons v Lowe County Court Nisi to enter judgt for dft or for new trial H H Judge Collier
Rochdale Hartley v Wilkinson Magistrate's case
Durham, South Shields Marshall v Leslie & Co County Court Nisi to reverse order of County Court Judge Ex parte M Marshall & anr H H Judge Meynell
Yorkshire, Kingston on Hull Wright v Cobb County Court Plts nisi for new trial H H Judge Bedwell
Yorkshire, Thorne London & Yorkshire Bank (Ross & ors claimants) v Belton County Court Nisi to enter judgt for claimants T & W Ross or for new trial as between plaintiffs & said claimants H H Judge Bristowe
Kent, Greenwich Rhind v Franks County Court Plts nisi to vary order
Monmouthshire Daniel v Whitfield Magistrate's case
Met Pol Dist Greenwich Board of Works v Woolwich Mutual Benefit Building Soc Magistrate's case

REVENUE PAPER.
Causes for Hearing.
Attorney General v Ellis & ors
Attorney General v Welsh Granite Co ld & ors
Attorney General v Reeve

DIVISIONAL LIST.—SUMMARY—New Trials, 78; Special Paper, 8; Opposed Motions, 26; Crown Paper, 93; Revenue, 3. Total, 208.

CREDITORS' CLAIMS.

CREDITORS UNDER ESTATES IN CHANCERY.
LAST DAY OF PROOF.

BROWN, DATHAN, Warwick, Fellmonger. May 22. Brown v Wamsley, Chitty, J. Sanderson, Kenilworth
NICHOLSON, THOMAS, Coleford, Gloucester, Baptist Minister. June 2. Horne v Nicholson, Chitty, J. Goddard, South sq, Gray's inn
PHYTHIAN, THOMAS, Beddington Corner, Mitcham, Gent. May 27. Phythian v Phythian, Pearson, J. Dowson, Whitehall place
TAYLOR, ADAM, Huddersfield, Woollen Cloth Manufacturer. May 29. Shaw v Taylor, Chitty, J. Hall, Huddersfield
UFF, JOHN, Wellington rd, Enfield, Builder. May 27. Graves v Uff, Pearson, J. Tolhurst, Gravesend
WELLINGTON, FLORENCE, Burnham, Somerset. May 27. Pigott v Vanstone, Chitty, J. Bramble, Bristol

CREDITORS UNDER 22 & 23 VICT. CAP. 35.
LAST DAY OF CLAIM.

ADAMES, FREDERICK, Chichester, Ironmonger. May 30. Arnold and Cooper, Chichester
BAKER, THOMAS RICHARD, Redland, Bristol, Major. May 30. Inman and Co, Bath
BLAKEY, DAVID, Monkwearmouth, Durham, Steamboat Owner. May 30. Graham and Shepherd, Sunderland
BOLTON, FLETCHER, Rochdale, Lancaster, Timber Merchant. June 1. Standring and Taylor, Rochdale
BRAID, ANN, Brighton. June 1. Rae, Mincing lane
BURFORD, CHARLES, Earley, nr Reading. June 1. Cooke, Wokingham
DENNESS, WILLIAM, Chatham, Licensed Victualler. May 16. Greathead, Rochester
EDDOWES, SARAH JANE, Cambridge st, Pimlico. June 1. Wilson and Sons, Salisbury
FEW, JONAS, Willingham, Cambridge, Farmer. May 12. Christmas, Cambridge
HAMPTON, ROBERT, Campden Hill rd, Kensington, Esq. June 24. Thompson and Son, Devereux chbrs, Devereux ct, Temple
HAVERS, JOHN, Great Berkhampstead, Hertford. June 1. Looker, Drapers' gdns, Throgmorton st
JOHNSON, CHARLES, South Skirlow, Holderness, York, Farmer. May 12. Park and Son, Kingston upon Hull
LONG, WILLIAM, Coombe Bissett, Wilts, Esq. June 1. Wilson and Sons, Salisbury
MCDONALD, SARAH, Liverpool. May 23. Miller and Co, Liverpool
MELLOR, WILLIAM, Liverpool, Licensed Victualler. May 31. Bremner and Co, Liverpool
NYE, THOMAS JOHN, Rochester, Kent, Bricklayer. May 31. Prall and Son, Rochester
OPENSHAW, CHARLES, Hollies, Ellesmere, Salop, Esq. June 12. Farrar and Hall, Manchester
PARTRIDGE, WILLIAM, Cofton, nr Starcross, Devon, Gent. May 23. Partridge and Cockram, Tiverton
PAUL, WILLIAM, Edith cottages, West Kensington, Gent. June 10. Withall and Co, Great George st, Westminster
PRICE, CAMBELL KNOLLYS, Llanbeder, Merioneth, Gent. June 15. Layton and Co, Budge row
ROCHFORT, ANNA MATILDA, Southsea. May 30. Gastrell, Lincoln's inn fields
RUNNACLES, GEORGE, Wickham Market, Suffolk, Miller. June 5. Welton, Woodbridge
TEAPE, ARTHUR STANLEY, King Henry's rd, Haverstock Hill, Esq. June 1. Robins and Peters, Guildhall chmbrs, Basinghall st
THOMAS, Rev LEVI, D.D., Bristol. June 1. Daniell, Bristol
THORNBURY, JAMES, Salford, Lancaster, Carcase Butcher. May 28. Brett, Manchester
TWIST, JAMES, Liverpool, Team Owner. May 25. White, Liverpool
ADSHEAD, ANN, Macclesfield, Chester. May 30. Barclay and Taylor, Macclesfield (*Gazette*, April 24)
KENNEAD MARGARET HARROP, Cheltenham. June 1. Dees and Thom Newcastle-upon-Tyne

BAYLIS, CHARLES OLIVER, Birkenhead, Medical Officer. June 10. Rowe and Co, Liverpool
BOURNE, JOHN, the elder, Salehurst, Sussex, Farmer. June 9. Philcox, Burwash
BOWER, FRANCIS, Pickering, York, Farmer. May 30. Jackson, Malton
BROWNE, CHARLES HENRY, Send, near Woking, Surrey, Artist. June 1. Saxelby and Faulkner, Ironmonger lane
BUCHANAN, WILLIAM RALPH, Plumstead, Kent, Solicitor. June 10. Buchanan and Rogers, Basinghall st
CATTERHALL, GILBERT WILLIAM, Marquess rd, Canonbury, Retired Commercia Traveller. May 27. Rexworthy, Cheapside
CHERRILL, John, Bromley, Kent, out of business. May 23. Thomson and Ward, Nicholas lane, Lombard st
CLARK, GEORGE, Sunderland, Durham, Engine Builder. June 1. Steel, Sunderland
CLIFFORD, WILLIAM, Birkdale, Southport, Gent. June 24. Wright and Hassall, Leamington
COOPER, SIMON, Penge, Surrey, Bootmaker. May 30. Wood and Wootton, Fish st hill
COX, JOSEPH, Leeds, Cloth Finisher. June 1. Snowdon and Meredith, Leeds
CROSS, MARY, Tollington pl, Upper Holloway. June 7. Jackson and Wright, Lincoln's inn fields
FEW, JONAS, Willingham, Cambridge, Farmer. May 12. Christmas, Cambridge
FIDDAMAN, JAMES, King's Lynn, Norfolk, Hotel Keeper. June 1. Ward, King's Lynn
GENNEY, WILLIAM, Great Grimsby, Lincoln, Retired Basket Maker. June 15. Stephenson and Mountain, Great Grimsby
HATCHETT, MARY, Lee rd, Blackheath. June 6. Clapham and Fitch, Bishopsgate Without
HAWKINS, THOMAS, Montacute, Somerset, Gent. May 20. Benson, Clement's inn, Strand
HILL, DANIEL, Colchester, Essex, Silversmith. June 24. Goody and Son, Colchester
HOPPNER, EDWARD WILSON, St Helier's, Jersey, Esq. May 31. Le Gros, Viscount of Jersey
HOWARD, THOMAS, Southerndown, nr Bridgend, Glamorgan, Gent. May 23. Randall, Bridgend
JACKSON, THOMAS, Eltham pk, Kent, Esq. June 24. Smith and Mammatt, Ashby de la Zouch
JOPSON, JOHN, Skerton, Lancaster, Warehouseman. June 3. Clark and Co, Lancaster
LUSTED, MARIA, Glynde, nr Lewes. May 30. Hillman, Lewes
MICHAEL, DAVID, Bath, Esq. June 24. Burne and Rooke, Bath
MILLER, KENNETH, Pembroke gdns, Kensington. June 1. Parker and Co, St Michael's alley, Cornhill
MORGAN, MORRIS, Newport, Isle of Wight, Gent. June 8. Buckell, Newport
MOXON, JOHN HOLT, Rugeley, Stafford, Gent. May 30. Moxon, Hanley
NIGHTINGALE, JAMES, Walsall, Stafford, Licensed Victualler. Aug 8. Wilkinson and Co, Walsall
PATTON, MATTHEW HENRY, Brecknock rd, Musician. May 21. Turner, Ludgate hill
PLOWS, WILLIAM, Santley st, Clapham, Architectural Sculptor. May 27. Rexworthy, Cheapside
PROCTOR, MARY, Child's Hill, Hendon, Licensed Victualler. May 20. Guscotte and Co, Essex st, Strand
PROCTOR, WILLIAM FREDERICK, Child's Hill, Hendon, Licensed Victualler. May 20. Guscotte and Co, Essex st, Strand
PUGH, Rev JAMES BALDWYN, Napton, Warwick. June 24. Andrews and Co, Weymouth
SEDGLEY, CHARLES, Nether, Knutsford, Chester, Solicitor. May 22. Brown, Lincoln's inn fields
SMALLBONE, CATHERINE, Belvedere, Bath. June 24. Burne and Rooke, Bath
SMITH, JOHN, Manchester, Dyer. May 23. Marlow and Dixon, Manchester
TODD, MARIANNE AMELIA FRANCES, Southsea, Southampton. May 21. Plunkett and Leader, St Paul's churchyard
WARD, ABRAHAM, Southport, Lancaster, Gent. June 2. Marlow and Dixon, Manchester
WHITLOW, SAMUEL, Didsbury, Lancaster, Warehouseman. May 25. Chorlton, Manchester
WICKES, JOHN GEORGE, Northampton, Butcher. May 25. Scriven and Terry, Northampton
WILLAUME, THOMAS BUTTS TANQUERAY, New Broad st., Esq. May 30. Murray and Co, Birchin lane

[*Gazette*, April 28.]

SALES OF ENSUING WEEK.

May 12.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, at 2 p.m., Freehold and Leasehold Properties (see advertisements, May 2, p. 3).
May 12.—Messrs. DRIVER & CO., at the Mart, at 2 p.m., Freehold Site (see advertisement, this week, p. 4).
May 12.—Mr. ALFRED RICHARDS, at the Mart, at 1 p.m., Improved Rent (see advertisement, this week, pp. 4)
May 13.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, at 2 p.m., Freehold Estate (see advertisement, May 2, p. 4).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

COPP.—April 30, at Hatherley, Wimbledon-hill, Surrey, the wife of Alfred Evelyn Copp, solicitor, of 37, Essex-street, Strand, of a son.
LOFTHOUSE.—April 29, at Elmbank, Halliford-on-Thames, the wife of S. H. S. Lofthouse, barrister-at-law, prematurely, of a son, stillborn.

DEATHS.

ADAMS.—April 29, at 51, Bedford-square, Borlase Hill Adams, barrister-at-law, and for many years one of the magistrates for the county of Middlesex.
KETTLEWELL.—May 4, at 4, Bloomfield-street, Upper Westbourne-terrace, Herbert Harrison Kettlewell, barrister-at-law, aged 31.

LONDON GAZETTES.

THE BANKRUPTCY ACT, 1883.

FRIDAY, May 1, 1885.

RECEIVING ORDERS.

Angus, John, Newcastle on Tyne, out of business. Newcastle on Tyne. Pet Apr 29. Ord Apr 29. Exam May 12
Arrowsmith, John William, Hereford sq, Gloucester rd, Coleherne rd, Kensington, Captain in H.M. Army. High Court. Pet Feb 13. Ord Apr 28. Exam June 3 at 11 at 34, Lincoln's inn fields
Austin, Joseph, Stratford on Avon, Licensed Victualler. Warwick. Pet Apr 29. Ord Apr 29. Exam May 19
Barrett, William, Ramsgate, Hosier. Canterbury. Pet Apr 25. Ord Apr 27. Exam May 22
Barry, John, Exeter, Newsagent. Exeter. Pet Apr 28. Ord Apr 28. Exam May 14 at 11
Baxter, Thomas, Whaley Bridge, Derbyshire, Licensed Victualler. Stockport. Pet Apr 21. Ord Apr 27. Exam May 22 at 12
Bellamy, George, Leeds, Life Assurance Agent. Leeds. Pet Apr 29. Ord Apr 29. Exam May 12 at 11
Bennett, Henry, Redcar, Yorks, Metal Broker. Stockton on Tees and Middlesborough. Pet Apr 29. Ord Apr 29. Exam May 6
Bowring, John Richard, Kingston upon Hull, Bootmaker. Kingston upon Hull. Pet Apr 28. Ord Apr 28. Exam May 18 at 2 at Court house, Townhall, Hull
Carter, William, Warkleigh, Devonshire, Farmer. Barnstaple. Pet Apr 28. Ord Apr 28. Exam May 15 at 10 at Bridge Hall, Bridge chbrs, Barnstaple
Cash, Joseph, Dudley, Worcestershire, Grocer. Dudley. Pet Apr 22. Ord Apr 28. Exam May 21 at 11
Clark, James, Comberton, Cambridgeshire, Brewer. Cambridge. Pet Apr 27. Ord Apr 27. Exam May 20 at 2
Clegg, Ralph, Chadderton, Lancashire, Engineer. Oldham. Pet Apr 28. Ord Apr 28. Exam May 19 at 12.30
Cole, William Hooper, Devizes, Wilts, Jeweller. Bath. Pet Apr 29. Ord Apr 29. Exam May 14 at 11.30
Collier, R., Clarges st, Piccadilly, Gent. High Court. Pet Feb 10. Ord Apr 27. Exam June 3 at 11 at 34, Lincoln's inn fields
Currell, George, Winchester, Tobacconist. Winchester. Pet Apr 28. Ord Apr 28. Exam May 13
Elliott, Frederick Vaughan, Hitchin, Hertfordshire, Solicitor. Luton. Pet Apr 29. Ord Apr 29. Exam May 28 at 3 at Court house, Luton
Ewens, Paul, Cheltenham, Manager of Vernon Ewens & Co. Cheltenham. Pet Apr 29. Ord Apr 29. Exam May 22 at 12
Gliksten, Jacob, Church st, Bethnal green rd, Shoreditch, Cabinet Manufacturer. High Court. Pet Apr 27. Ord Apr 27. Exam June 5 at 11 at 34, Lincoln's inn fields
Gostelow, Henry, Ince in Makerfield, Provision Dealer. Wigan. Pet Apr 28. Ord Apr 28. Exam May 12 at 11
Hacon, William Craske, Gt Yarmouth, Grocer. Gt Yarmouth. Pet Apr 29. Ord Apr 29. Exam May 18 at 2.30 at Townhall, Gt Yarmouth
Harding, Richard Charles, Haverfordwest, Licensed Victualler. Pembroke Dock. Pet Apr 23. Ord Apr 28. Exam May 13 at 2.30 at Temperance Hall, Pembroke Dock
Harding, William Lewis, Market st, Haverfordwest, Solicitor's Managing Clerk. Pembroke Dock. Pet Apr 27. Ord Apr 28. Exam May 13 at 3 at Temperance Hall, Pembroke Dock
Hiles, John, Hereford, Builder. Hereford. Pet Apr 27. Ord Apr 27. Exam May 29
Jones, John, Bournemouth, Commission Agent. Poole. Pet Apr 28. Ord Apr 28. Exam May 27 at 3
Jones, Samuel, Dudley, Worcestershire, Auctioneer. Dudley. Pet Apr 25. Ord Apr 27. Exam May 19 at 11
King, John, Berkeley, Gloucestershire, Channel Pilot. Gloucester. Pet Apr 28. Ord Apr 28. Exam May 26
King, Philip Markwell, Little Britain, Licensed Victualler. High Court. Pet Apr 28. Ord Apr 28. Exam June 4 at 11.30 at 34, Lincoln's inn fields
Kingston, John, Nottingham, Perambulator Maker. Nottingham. Pet Apr 28. Ord Apr 28. Exam May 19
Morgan, John, Treherbert, Glamorganshire, Grocer. Pontypridd. Pet Apr 28. Ord Apr 28. Exam May 14 at 2
Neville, Henry, Leeds, Book Canvasser. Leeds. Pet Apr 28. Ord Apr 28. Exam May 12 at 11
Plattin, Howard Edwin John, Norfolk, Plumber. Norwich. Pet Apr 27. Ord Apr 29. Exam May 20 at 12 at Shirehall, Norwich Castle
Quantrill, Henry Walker, Lichfield, Staffordshire, Pork Butcher. Walsall. Pet Apr 27. Ord Apr 27. Exam May 18 at 11
Ryder, Bros, Cambridge, Tailors. Cambridge. Pet Apr 13. Ord Apr 27. Exam May 20 at 2
Scattergood, Richard, Lichfield, Staffordshire, Builder. Walsall. Pet Apr 29. Ord Apr 29. Exam May 18 at 12
Scott, Charles Davison, Newcastle on Tyne, Plumber. Newcastle on Tyne. Pet Apr 28. Ord Apr 28. Exam May 12
Spence, Richard Flowers, and Robert Harry Hobson, Bradford, Grocers. Bradford. Pet Apr 28. Ord Apr 29. Exam May 15 at 12
Steggalls, Frederick, Finningham, Suffolk, Innholder. Bury St Edmunds. Pet Apr 28. Ord Apr 28. Exam May 14 at 2
Thistlethwaite, James, Leeds, Commission Agent. Leeds. Pet Apr 27. Ord Apr 27. Exam May 12 at 11
Trainor, Thomas, Birmingham, Baker. Birmingham. Pet Apr 28. Ord Apr 28. Exam May 22 at 2.30
Webster, James, Enderby, Leicestershire, Blacksmith. Leicester. Pet Apr 25. Ord Apr 28. Exam May 13 at 10
Webster, Joseph, Leeds, Tobacconist. Leeds. Pet Apr 27. Ord Apr 27. Exam May 12 at 11
Whitmarsh, William, Mountain Ash, nr Aberdare, Fruiterer. Aberdare. Pet Apr 28. Ord Apr 28. Exam May 19
Whitworth, James Solomon, Walsall, Staffordshire, Ironmonger. Walsall. Pet Apr 27. Ord Apr 27. Exam May 18 at 11
Williams, Edwin, Calcot, Holywell, Farmer. Chester. Pet Apr 29. Ord Apr 29. Exam May 28 at 12

FIRST MEETINGS.

Angus, John, Newcastle on Tyne, out of business. May 13 at 11. Official Receiver, County chbrs, Newcastle on Tyne
Anneveld, Francis Edward, address unknown, Commission Agent. May 11 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Barrett, William, Ramsgate, Hosier. May 9 at 11. 33, Carey st, Lincoln's inn
Barry, John, Exeter, Newsagent. May 12 at 4. Official Receiver, 13, Bedford circus, Exeter
Baxter, Thomas, Whaley Bridge, Derbyshire, Licensed Victualler. May 8 at 3.30. Official Receiver, County chbrs, Market pl, Stockport
Beach, Samuel, and Edmund Howlett, Watford, Hertfordshire, Merchants. May 8 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Bell, Joseph. High st, Peckham, Boot Manufacturer. May 8 at 2. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Bowring, John Richard, Kingston upon Hull, Boot Maker. May 12 at 2. Hall of Hull Incorporated Law Society, Lincoln's inn bldgs, Bowlalley lane, Hull
Burton, Frederick Charles, and George Meal, Liverpool, Hardware Merchants. May 11 at 3. Official Receiver, Lisbon bldgs, 35, Victoria st, Liverpool
Carter, William, Warkleigh, Devonshire, Farmer. May 9 at 10. Unicorn Hotel, South Molton
Cash, Joseph, Dudley, Grocer. May 21 at 10. Official Receiver, Dudley
Clark, James, Comberton, Brewer. May 9 at 3.30. Official Receiver, 5, Petty Cury, Cambridge
Clegg, Ralph, Chadderton, Engineer. May 13 at 3. Official Receiver, Priory chbrs, Oldham
Corpe, Charles William, Globe rd, Mile End, Provision Merchant. May 8 at 12. 33, Carey st, Lincoln's inn
Courtis, William Henry, Cardiff, Outfitter. May 15 at 12. Official Receiver, 2, Bute crescent, Cardiff
Currell, George, Winchester, Tobacconist. May 12 at 2. Official Receiver, 11, Jewry st, Winchester
Duxfield, Timothy, Southport, Lancashire, Builder. May 12 at 3. Official Receiver, 35, Victoria st, Liverpool
Edwards, Richard, Cardigan, Draper. May 8 at 11. 33, Carey st, Lincoln's inn fields

Gostelow, Henry. Ince in Makerfield, Provision Dealer. May 12 at 10.30. County Court bldgs, Wigan
Hardy, Walter, Brentwood, Contractor. May 9 at 4. County Court, Brentwood, Essex
Harwood, Robert, Talgarth rd, West Kensington, Gent. May 8 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Hiles, John, Hereford, Builder. May 9 at 2. Official Receiver, 2, Offa st, Hereford
Jeffries, Seaman, Pitsea, Essex, Farmer. May 8 at 4. County court, Romford
Jones, John, Liverpool, Builder. May 12 at 2. Official Receiver, 35, Victoria st, Liverpool
Jones, Samuel, Birmingham, Auctioneer. May 19 at 10. Official Receiver, Dudley
King, John, Berkeley, Gloucestershire, Channel Pilot. May 11 at 3. Mr. Charles Scott, Berkeley, Gloucestershire
Levey, James William, Shepherd st, Mayfair, Furniture Dealer. May 8 at 2. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Mack, Robert Edward, Sydner rd, Stoke Newington, Commission Agent. May 11 at 11. 33, Carey st, Lincoln's inn
Mansfield, Thomas James, Shaftesbury, Dorsetshire, Watchmaker. May 8 at 4. Official Receiver, Salisbury
Morton, John, Whitchurch, Salop, Bootmaker. May 20 at 11.30. 152, Hospital st, Nantwich
Neville, Henry, Leeds, Book Canvasser. May 11 at 3. Official Receiver, St Andrew's chmbrs, 22, Park row, Leeds
Page, William Betts, Lowestoft, Suffolk, Hotel Keeper. May 8 at 2.30. Suffolk Hotel, Lowestoft
Paris, Charles Bingham, and Charles John Paris, Liverpool, Merchants. May 13 at 2. Official Receiver, 35, Victoria st, Liverpool
Posner, Solomon, Sclater st, Bethnal Green, Hat Dealer. May 8 at 12. Bankruptcy bdgs, Portugal st, Lincoln's inn fields
Quantrill, Henry Walker, Lichfield, Pork Butcher. May 11 at 2.30. Swan Hotel, Lichfield
Ross, William St George, Adelaide rd, Haverstock Hill. May 11 at 11. 33, Carey st, Lincoln's inn
Royce, Thomas Henry, Queen's rd, Peckham, Draper. May 8 at 11. 33, Carey st, Lincoln's inn
Ryder, Brothers, Cambridge, Tailors. May 18 at 12.30. Manchester Hotel, Aldersgate st
Scott, Charles Davison, Newcastle on Tyne, Plumber. May 12 at 2. Official Receiver, County chmbrs, Newcastle on Tyne
Steer, Ebenezer, Maidstone, Confectioner. May 8 at 3. Official Receiver, Week st, Maidstone
Steggalls, Frederick, Finningham, Suffolk, Innholder. May 11 at 12.15. Official Receiver, 2, Westgate st
Stubbins, Sarah, Nottingham, Confectioner. May 8 at 12. Official Receiver, Exchange walk, Nottingham
Thistlethwaite, James, Leeds, Commission Agent. May 11 at 12. Official Receiver, 22, Park row, Leeds
Thornborough, Henry, Liverpool, Team Owner. May 12 at 12. Official Receiver, 35, Victoria st, Liverpool
Tomkinson, William, Smallthorne, Staffordshire, Grocer. May 22 at 4. Official Receiver, Nelson pl, Newcastle under Lyne
Waters, G., 84 Paul's rd, Mile End, Baker. May 8 at 2. 33, Carey st, Lincoln's inn
Webster, James, Enderby, Leicestershire, Blacksmith. May 12 at 3. Official Receiver, 28, Friar lane, Leicester
Webster, Joseph, Leeds, Tobacconist, May 11 at 11. Official Receiver, St Andrew's chmbrs, 22, Park row, Leeds
Whitworth, James Solomon, Walsall, Ironmonger. May 9 at 11. Whitehall chmbrs, Colmore row, Birmingham
Williams, Edwin, Holywell, Farmer. May 12 at 2.30. King's Head Hotel, Holywell
Wunderlich, Max, Bedford pl, Russell sq. June 22 at 11. Bankruptcy bdgs, Portugal st, Lincoln's inn fields

ADJUDICATIONS.

Baxter, Thomas, Whaley Bridge, Derbyshire, Licensed Victualler. Stockport. Pet Apr 21. Ord Apr 27
Bennett, Henry, Redcar, Yorks, Broker. Stockton on Tees and Middlesborough. Pet Apr 29. Ord Apr 29
Berry, William, Swansea, China Dealer. Swansea. Pet Apr 11. Ord Apr 28
Brine, Robert Richard Friend, Tollard Royal, Wilts, Farmer. Salisbury. Pet Apr 8. Ord Apr 28
Burt, Lawrence Stevens, Chancery lane, Estate Agent. High Court. Pet Apr 28. Ord Apr 28
Bushell, James, Sandwich, Kent, Leather Seller. Canterbury. Pet Apr 18. Ord Apr 24
Clegg, Ralph, Chadderton, Lancashire, Mechanical Engineer. Oldham. Pet Apr 28. Ord Apr 28
Cole, William Hooper, Devizes, Wiltshire, Jeweller. Bath. Pet Apr 29. Ord Apr 29
Courtis, William Henry, Cardiff, Outfitter. Cardiff. Pet Apr 14. Ord Apr 28
Currell, George, Winchester, Tobacconist. Winchester. Pet Apr 28. Ord Apr 29
Dahl, Frederik Wilhelm, Newcastle on Tyne, Clerk. Kingston on Hull. Pet Apr 24. Ord Apr 29
De Guerrico, Alberto A., address unknown, Consul General to Argentine Republic. High Court. Pet Dec 9. Ord Apr 27
Edmondson, Henry, Dewsbury, Yorks, Bootmaker. Dewsbury. Pet Apr 24. Ord Apr 28
Follwell, Frederic Stephen, and Robert Stephen Laming, Brentwood, Nurserymen. Chelmsford. Pet Mar 19. Ord Apr 29
Frogley, Frederick Walter, and William Holmes Frogley, Beckton rd, Canning Town, Grocers. High Court. Pet Mar 21. Ord Apr 27
Gambrill, Austen, and Thomas Gambrill, jun, Wrotham, Sevenoaks, Farmers. Canterbury. Pet Mar 18. Ord Apr 24
Gliksten, Jacob, Church st, Bethnal Green rd, Cabinetmaker. High Court. Pet Apr 27. Ord Apr 27
Gostelow, Henry, Ince in Makerfield, Provision Dealer. Wigan. Pet Apr 28. Ord Apr 28
Harlen, Ernest Augustus, Didsbury, nr Manchester, Beerhouse Keeper. Stockport. Pet Apr 14. Ord Apr 23
Jack, Stuart, Arlington rd, Camden Town, Pianoforte Manufacturer. High Court. Pet Mar 31. Ord Apr 25
King, John, Berkeley, Gloucestershire, Channel Pilot. Gloucester. Pet Apr 28. Ord Apr 28
Michaelson, Jacob, Manchester, Watch Dealer. Salford. Pet Apr 15. Ord Apr 27
Neville, Henry, Leeds, Book Canvasser. Leeds. Pet Apr 28. Ord Apr 29
Pickering, Robert, Beverley, Yorks, Coach Builder. Kingston on Hull. Pet Apr 14. Ord Apr 29
Ramsbottom, William, Bridlington, Yorks, Innkeeper. Scarborough. Pet Apr 15. Ord Apr 29
Rasey, Richard Graves, Scarborough, Bootmaker. Scarborough. Pet Mar 31. Ord Apr 27
Ratcliff, Sarah, and **Ellen Kate Ratcliff,** Stoke on Trent, Milliners. Stoke upon Trent and Longton. Pet Apr 15. Ord Apr 20
Rodda, David Bell, Blackburn, Lancashire, Draper. Blackburn. Pet Apr 10. Ord Apr 27
Stapleton, G. H. and Co., Dewsbury, Yorkshire, Woollen Manufacturers. Dewsbury. Pet Apr 10. Ord Apr 28
Taylor, Elizabeth, Brentwood, Essex, Clothier. Chelmsford. Pet Apr 10. Ord Apr 29
Thistlethwaite, James, Leeds, Commission Agent. Leeds. Pet Apr 27. Ord Apr 29
Turner, Thomas, Horwich, nr Bolton, Farmer. Bolton. Pet Apr 24. Ord Apr 28
Walker, William Johnson, Wells terr, Finsbury park, Laundryman. High Court. Pet Mar 13. Ord Apr 27
Webb, Henry Chalk, Rainbow Hill, Worcestershire, Patent Wood Manufacturer. Worcester. Pet Mar 24. Ord Apr 28
Webster, Joseph, Leeds, Tobacconist. Leeds. Pet Apr 27. Ord Apr 28
Whitmarsh, William, Mountain Ash, nr Aberdare, Fruiterer. Aberdare. Pet Apr 28. Ord Apr 28
Williams, Edwin, Holywell, Farmer. Chester. Pet Apr 29. Ord Apr 29

ADJUDICATIONS ANNULLED.

Jabet, Thomas Francis, Birmingham, Draughtsman. Birmingham. Adjud July 7. Annul Mar 23
Lait, Richard, Cirencestershire, Gloucestershire, Baker. Swindon. Adjud Nov 18. Annul Apr 15

TUESDAY, May 5, 1885.

RECEIVING ORDERS.

Adamson, Henry, Fenchurch st. High Court. Pet Apr 11. Ord Apr 30. Exam June 10 at 11 at 34, Lincoln's inn fields
Andrews, Frederick George, Canterbury, Dairyman. Canterbury. Pet Apr 30. Ord Apr 30. Exam May 22
Bennett, William, Walthamstow, Essex, Carman. High Court. Pet Apr 29. Ord Apr 29. Exam June 10 at 11 at 34, Lincoln's inn fields
Best, George Christopher Henry, Cardiff, Watchmaker. Cardiff. Pet May 1. Ord May 1. Exam June 11 at 2
Boothman, John Peter, and Thomas Boothman, Dewsbury, Yorks, Woolstaplers. Dewsbury. Pet Apr 30. Ord May 1. Exam June 9
Brown, Henry James, Essex rd, Islington, Ironmonger. High Court. Pet May 1. Ord May 1. Exam June 10 at 11 at 34, Lincoln's inn fields
Casson, Ezra, Stockport, Cheshire, Traveller. Stockport. Pet Apr 16. Ord May 1. Exam June 4 at 11
Cook, George, Worcester, Baker. Worcester. Pet May 1. Ord May 1. Exam May 15 at 11.30
Copplestone, Matthews, Bridgewater, Somersetshire, Wine Merchant. Bridgewater. Pet May 1. Ord May 2. Exam May 26 at 11
Cottam, John William, Sheffield, Potato Salesman. Sheffield. Pet Apr 30. Ord Apr 30. Exam May 21 at 11.30
Cottman, Henry, Salisbury, Coal Merchant. Salisbury. Pet May 1. Ord May 2. Exam June 12 at 12
Croft, Peter, and David Henry Croft, Birkenhead, Stonemasons. Birkenhead. Pet Apr 30. Ord Apr 30. Exam May 13
Done, Richard, Walsall, Staffordshire, Builder. Walsall. Pet May 1. Ord May 1. Exam May 18 at 12.30
France, Hague, Stalybridge, Lancashire, Joiner. Ashton under Lyne and Stalybridge. Pet Apr 30. Ord Apr 30. Exam May 14
Harris, Benjamin Coleman, Christchurch, Hampshire, Coffee-house Keeper. Poole. Pet Apr 30. Ord Apr 30. Exam May 27 at 3.30, Townhall, Poole
Harvey, Dobson William, Sheffield, Athletic Outfitter. Sheffield. Pet May 2. Ord May 2. Exam May 21 at 11.30
Helmcke, G., Bishopsgate st Within, Moss Litter Merchant. High Court. Pet Mar 20. Ord Apr 29. Exam June 12 at 11 at 34, Lincoln's inn fields
Johnson, Grace Clara, Ramsgate. Canterbury. Pet May 1. Ord May 2. Exam May 22
Marsh, George, Chrisp st, Poplar, Linen Draper. High Court. Pet Apr 13. Ord May 1. Exam June 11 at 11, at 34, Lincoln's inn fields
McCowan, Henry, Garlinge-road, Broadesbury, Builder. High Court. Pet Apr 9. Ord May 1. Exam June 11 at 11, at 34, Lincoln's inn fields
Oppenheim, Israel, Penzance, Furniture Dealer. Truro. Pet Apr 30. Ord Apr 30. Exam May 14 at 11
Osborne, J. S., Pall Mall, Gentleman. High Court Pet Apr 9. Ord May 1. Exam June 11 at 11, at 34, Lincoln's inn fields
Oxley, William, Ipswich, Draper. Ipswich. Pet May 1. Ord May 2. Exam May 21 at 11
Parsons, William Gregory, Cockspur street, Charing Cross, Waterproofer. High Court. Pet Apr 18. Ord May 1. Exam June 11 at 11, at 34, Lincoln's inn fields
Paver, Alfred, Mexborough, nr Rotherham, Painter. Sheffield. Pet May 1. Ord May 1. Exam May 21 at 11.30
Ransome, Thomas, Manchester, Chemist. Manchester. Pet Apr 29. Ord Apr 29. Exam May 11 at 11
Rees, Henry, Carmarthen, Labourer. Carmarthen. Pet May 1. Ord May 1. Exam May 12
Sherry, James, Landport, Hampshire, Bootmaker. Portsmouth. Pet Apr 28. Ord Apr 29. Exam May 18
Simpson, William, Newcastle on Tyne, Baker. Newcastle on Tyne. Pet Apr 18. Ord Apr 30. Exam May 12
Smith, Robert, George, Long lane West, Smithfield, Milliner. High Court. Pet May 1. Ord May 1. Exam June 9 at 11, at 34, Lincoln's inn fields
Solomon, Isaac, Walthamstow, Essex, Boot Manufacturer. High Court. Pet Apr 30. Ord May 1. Exam June 9 at 11, at 34, Lincoln's inn fields
Stephenson, William, Cleethorpes, Lincolnshire, Pork Butcher. Great Grimsby. Pet Apr 29. Ord Apr 30. Exam May 20, at Townhall Great Grimsby
Stillwell, Moses, Wandsworth, Timber Merchant. Wandsworth. Pet Apr 15. Ord Apr 30. Exam May 28
Stokes, Isaac, Bilston, Staffordshire, Draper. Wolverhampton. Pet Apr 30. Ord Apr 30. Exam May 19
Thorpe, Oliver, Chapeltown, nr Sheffield, Plainer. Barnsley. Pet Apr 28. Ord May 2. Exam June 4 at 11.30
Twigg, William George, and Charlie James Bryant, Bristol, Leather Merchants, Bristol. Pet Apr 30. Ord Apr 30. Exam May 22 at 12, at Guildhall, Bristol
Upton, John Freshney, Morley, Yorks, Draper. Dewsbury. Ord May 1. Ord May 1. Exam May 27
Webber, John, St. Austell, Cornwall, Baker. Truro. Pet May 2. Ord May 2. Exam June 6 at 11.30
Webster, Alphoneous, Coleman st, Wool Broker. High Court. Pet April 18. Ord April 30. Exam June 9 at 11 at 34, Lincoln's inn fields
Williams, John, Chorlton cum Hardy, nr Manchester, Cloth Merchant. Manchester. Pet May 2. Ord May 2. Exam May 21 at 12.30
Yearsley, Horatio, Salisbury, Wine Agent. Salisbury. Pet Apr 30. Ord Apr 30. Exam June 12 at 12

The following amended notice is substituted for that published in the London Gazette of Apr 21.

Lovey, James William, Shepherd st, Mayfair, Furniture Dealer. High Court. Pet April 20. Ord Apr 20. Exam June 4 at 11 at 34, Lincoln's inn fields

The following amended notice is substituted for that published in the London Gazette of Apr 24.

Wunderlich, Max, Bedford pl, Russell sq. High Court. Pet Mar 19. Ord Apr 16. Exam June 30 at 11 at 34, Lincoln's inn fields

FIRST MEETINGS.

Alston, Crewe, Brunswick ter, Kensington, Gentleman. May 14 at 12. Bankruptcy bdgs, Portugal st, Lincoln's inn fields
Austin, Joseph, Stratford upon Avon, Warwickshire, Licensed Victualler. May 14 at 2.30. Shakespear Hotel, Stratford on Avon

Baumber, John Emperingham, Hundleby, Lincolnshire, Farmer. May 14 at 12. Official Receiver, 48, High st, Boston
Bellamy, George, Leeds, Life Assurance Agent. May 13 at 11. Official Receiver, St. Andrew's chmbrs, 22, Park row, Leeds
Bennett, Henry, Redcar, Yorkshire, Metal Broker. May 13 at 11. Official Receiver, 8, Albert rd, Middlesborough
Blanshard, Adam, Welton, Lincolnshire, Farmer. May 12 at 12. Official Receiver, 2, St. Benedict's sq, Lincoln
Bowles, James, Algarkirk Fen, Lincolnshire, Farmer. May 14 at 12. Official Receiver, 48, High st. Boston
Bryant, Charlie James (sep estate), Warmley, Gloucestershire, Leather Merchant. May 15 at 4. Bridge House Hotel, London bridge
Challen, George T., Haymarket, Auctioneer. May 13 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Cohen, Abraham, Bermondsey st, Southwark, Umbrella Manufacturer. May 13 at 11. 33, Carey st, Lincoln's inn
Cole, William Hooper, Devizes, Wilts, Jeweller. May 13 at 4. Messrs. Norris & Hancock, Solicitors, Devizes
Cook, George, Worcester, Baker. May 15 at 11. Official Receiver, Worcester
Croft, Peter, and David Henry Croft, Birkenhead, Stonemasons. May 13 at 12. Official Receiver, 48, Hamilton sq, Birkenhead
Davies, Richard, Aberdovey, Merionethshire, Draper. May 15 at 11. Official Receiver, 35, Victoria st, Liverpool
Done, Richard, Walsall, Staffordshire, Builder. May 15 at 3.30. Official Receiver, Walsall
Dunn, Thomas, Reading, Bookseller. May 13 at 12. Queen's Hotel, Reading
Dunningham, Elijah Wells, Colchester, Tailor. May 14 at 11. Townhall, Colchester, Essex
Edmondson, Henry, Dewsbury, Yorks, Boot Maker. May 12 at 10. Official Receiver, Bank chbrs, Batley
Elliott, Frederick Vaughan, Hitchin, Solicitor. May 13 at 12. Sun Hotel, Hitchin, Herts
France, Hague, Stalybridge, Lancashire, Joiner. May 14 at 11. Official Receiver, Townhall chbrs, Ashton under Lyne
Gliksten, Jacob, Church st, Bethnal Green rd, Cabinet Manufacturer. May 13 at 12. 33, Carey st Lincoln's inn
Harding, Richard Charles, Haverfordwest, Licensed Victualler. May 21 at 11.30. Castle Hotel, Haverfordwest
Harding, William Lewis, Market st, Haverfordwest. Solicitor's Managing Clerk. May 20 at 11. Official Receiver, 8, Quay st, Carmarthen
Harris, Benjamin Coleman, Christchurch, Hampshire, Coffee house Keeper. May 14 at 1. Royal Hotel, Weymouth
Hobson, Robert Harry (sep estate), Undercliffe, Grocer. May 13 at 11.30. Official Receiver, Ivegate chbrs, Bradford
Jones, Frederick, Elgin rd, St Peter's Park, Gentleman. May 13 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Jones, John, Bournemouth, Commission Agent. May 12 at 12.45. Criterion Hotel, Bournemouth
Lambart, Frederick Richard, address unknown, Captain in 2nd Battalion of Royal Scots Fusiliers. May 14 at 2. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Locks, Thomas George, Boston, Lincolnshire, Fishmonger. May 14 at 12.30. Official Receiver, 48, High st, Boston
Morgan, John, Treherbert, Glamorganshire, Grocer. May 12 at 12. Official Receiver, Merthyr Tydfil
Morris, Francis, Westbury on Trym, Bristol, Plumber. May 22 at 3.30. Official Receiver, Bank chbrs, Bristol
Plattin, Howard Edwin John, Wells next the Sea, Norfolk, Plumber. May 12 at 1. Official Receiver, Norwich
Preston, Alfred Prince, Abingdon, Berks, Chemist. May 15 at 11.30. Official Receiver, 1, St Aldate's, Oxford
Ransome, Thomas, Manchester, Chemist. May 12 at 11.30. Official Receiver, Ogden's chbrs, Bridge st, Manchester
Redfearn, Alfred, Chesterfield, Derbyshire, Innkeeper. May 13 at 11. Angel Hotel, Chesterfield
Rees, Henry, Carmarthen, Farmer. May 20 at 3. Official Receiver, 8, Quay st, Carmarthen
Robinson, George, Market Rasen, Lincolnshire, Licensed Victualler. May 12 at 12. Official Receiver, 2, St Benedict's sq, Lincoln
Scattergood, Richard, Lichfield, Staffordshire, Builder. May 13 at 12.30. Swan Hotel, Lichfield
Sherry, James, Landport, Hampshire, Bootmaker. May 18 at 11. Official Receiver, 166, Queen st, Portsea
Simpson, William, Newcastle on Tyne, Baker. May 12 at 2.30. Official Receiver, County chbrs, Newcastle on Tyne
Skrimpshire, Edmund Brown, Milk st, Lace Merchant. May 14 at 2. 33, Carey st, Lincoln's inn
Smith, F., London rd, Croydon, Draper. May 12 at 2. Official Receiver, 109, Victoria st, Westminster
Spence, Richard Flowers, and Robert Harry Hobson, Bradford, Grocers. May 13 at 11. Official Receiver, Ivegate chmbrs, Bradford
Spence, Richard Flowers (Sep estate), Undercliffe, nr Bradford, Grocer. May 13 at 11.15. Official Receiver, Ivegate chmbrs, Bradford
Stapleton, G. H., and Co., Dewsbury, Yorkshire, Woollen Manufacturers. May 12 at 11. Official Receiver, Bank chbrs, Batley
Stephenson, William Cleethorpe, Lincolnshire, Pork Butcher. May 20 at 1. Official Receiver, 3, Haven st, Great Grimsby
Stokes, Isaac, Bilston, Staffordshire, Draper. May 14 at 11. Official Receiver, St. Peter's close, Wolverhampton
Taylor, Eli, Cardiff, Glass Dealer. May 13 at 2.30. Official Receiver, Colmore row, Birmingham
Trainor, Thomas, Birmingham, Baker. May 12 at 11. Official Receiver, Whitehall chmbrs, Colmore row, Birmingham
Turner, Philip Parkman, Pyrland rd, Highbury, Carpet Warehouseman. May 14 at 11. 33, Carey st, Lincoln's inn
Twigg, William George, and Charlie James Bryant, Bristol, Leather Merchants. May 15 at 3.30. Bridge Hotel, London Bridge, London
Tyrrell, Richard, Great Queen st, Lincoln's inn fields, Coachbuilder. May 13 at 2. Bankruptcy bldgs, Portugal st, Lincoln's inn
Wallace, George Archdale, Fulham road, Dealer in Tobacco. May 14 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Whitmarsh, William, Mountain Ash, nr Aberdare, Fruiterer. May 12 at 3. Official Receiver, Merthyr Tydfil
Wilson, William Charles, Cardigan, Cabinet Maker. May 19 at 11. Official Receiver, Cardiff
Winfield, Jesse, Brixton road, Commission Agent. May 13 at 2. 33, Carey st, Lincoln's inn
Yearsley, Horatio, Salisbury, Wine Merchant's Agent. May 13 at 11. Official Receiver, Salisbury

ADJUDICATIONS.

Barlow, Edward, Stockport, Cheshire, Bricklayer. Stockport. Pet April 9. Ord April 29
Basham, Alfred William, Curtain rd, Timber Merchant. High Court. Pet March 26. Ord April 29
Bellamy, George, Leeds, Life Assurance Agent. Leeds. Pet April 29. Ord May 1
Blackaby, Ezra, Bread st, Cheapside, Trimming Seller. High Court. Pet Feb 27. Ord April 29
Bowley, James, Algarkirk Fen, Lincolnshire, Farmer. Boston. Pet March 28. Ord May 2
Brown, Henry, and Henry Williams, Nantwich, Cheshire, Boot Manufacturers. Nantwich and Crewe. Pet April 13. Ord April 30
Butcher, Albert Edwin, Lavender Hill, Battersea, Coal Merchant. Wandsworth. Pet April 2. Ord April 30
Carlton, Thomas Spencer, High Holborn, Music Hall Manager. High Court. Pet Jan 29. Ord May 1
Cash, Joseph, Dudley, Worcestershire, Grocer. Dudley. Pet April 22. Ord April 30
Chapman, Raisebeck, Edgware rd, out of business. High Court. Pet Oct 21. Ord April 29
Clark, James, Comberton, Cambridgeshire, Brewer. Cambridge. Pet Apr 27. Ord Apr 30
Cloke, Walter George, Bellenden rd, Peckham, Farmer. High Court. Pet Apr 14. Ord May 2
Close, John Douglas, Hull, Manufacturing Chemist. Huddersfield. Pet Apr 2. Ord May 1
Cook, George, Worcester, Baker. Worcester. Pet May 1. Ord May 1
Croft, Peter, and David Henry Croft, Birkenhead, Stonemasons. Birkenhead. Pet Apr 30. Ord Apr 30
Cruikshank, James, Union ct, Financial Agent. High Court. Pet Feb 9. Ord May 2
Davies, David Morgan, Swansea, Builder. Swansea. Pet Apr 14. Ord May 1
Dyson, Alfred, Huddersfield, Commission Agent. Huddersfield. Pet Mar 24 Ord Apr 30
Fozzard, Joseph, Goole, Yorks, Master Mariner. Wakefield. Pet Apr 13. Ord Apr 30
Halkett, Ralph, Bicester, Oxfordshire, Plumber. Oxford. Pet Mar 23. Ord May 2
Irish, Henry, Hastings, Draper. Hastings. Pet Apr 14. Ord May 1
Johnson, James Lacey, Abingdon, Berkshire, Draper. Oxford. Pet Apr 1. Ord Apr 30
Kibby, Samuel, Birmingham, Baker. Birmingham. Pet Apr 10. Ord May 2
Knowles, Andrew, Over Darwen, Lancashire, Bootmaker. Blackburn. Pet Apr 2. Ord Apr 30
Lidbetter, Joseph Ray, Hove, Sussex, Builder. Brighton. Pet Apr 13. Ord Apr 30
Locks, Thomas George, Boston, Lincolnshire, Fishmonger. Boston. Pet Apr 21. Ord May 2
Lulham, Thomas Reginald, Tonbridge Wells, Shoe Factor. Tonbridge Wells. Pet Apr 15. Ord May 2
Magee, Alfred Ernest, Brompton rd, Builder. High Court. Pet Mar 30. Ord Apr 29
Mallinson, Joseph, Knottingley, Yorkshire, Plumber. Wakefield. Pet Apr 18. Ord Apr 30
Morgan, John, Treherbert, Glamorganshire, Grocer. Pontypridd. Pet Apr 28. Ord Apr 29
Morris, Francis, Westbury on Trym, Bristol, Plumber. Bristol. Pet Apr 25. Ord May 1
Muller, Maria, Northampton sq, Clerkenwell, Furrier. High Court. Pet Mar 27. Ord May 1
Page, William Betts, Lowestoft, Suffolk, Hotel Keeper. Great Yarmouth. Pet Apr 24 Ord Apr 30
Paver, Alfred, Mexborough, nr Rotherham, Painter. Sheffield. Pet May 1. Ord May 1
Probert, John, Newport, Monmouthshire, Grocer. Newport, Mon. Pet Apr 24. Ord May 1
Robinson, Thomas, Farnley, nr Leeds, Woollen Cloth Manufacturer. Leeds. Pet Mar 20. Ord May 1
Schoon, James Chantler, Otley, York, Accountant. Leeds. Pet Apr 21. Ord May 1
Sherry, James, Landport, Hampshire, Bootmaker. Portsmouth. Pet Apr 28. Ord Apr 29
Simpson, William, Newcastle on Tyne, Baker. Newcastle on Tyne. Pet Apr 18. Ord Apr 30
Smith, Henry Jonas, Barnes, Commercial Clerk. Wandsworth. Pet Apr 1. Ord May 2
Spencer, Edward Alfred, Manchester, Pianoforte Dealer. Manchester. Pet Apr 17. Ord May 1
Stephenson, William, Cleethorpes, Lincolnshire, Pork Butcher. Great Grimsby. Pet Apr 23. Ord May 2
Stordy, Jacob, Lichfield, Horse Dealer. Walsall. Pet Apr 14. Ord Apr 3
Stubbins, Sarah, Nottingham, Confectioner. Nottingham. Pet Apr 8. Ord Apr 30
Thomas, Hugh, Carnarvon, Licensed Victualler. Bangor. Pet Apr 8. Ord Apr 27
Whitworth, James Solomon, Walsall, Staffordshire, Ironmonger. Walsall. Pet Apr 27. Ord Apr 29
William, John, Chorlton cum Hardy, nr Manchester, Cloth Merchant. Manchester. Pet May 2. Ord May 2
Willis, Arthur H., Lausanne rd, Peckham, Gentleman. High Court. Pet Feb 16. Ord Apr 30
Wolfe, Lionel Harris, York, Jeweller. York. Pet Mar 27. Ord Apr 29
Woolston, Eliza, Walton on the Naze, Essex, Bazaar Proprietor. Colchester. Pet Oct 28. Ord May 1
Wren, Edmund Cecil, Hartlepool, Miller. Sunderland. Pet Mar 13. Ord Apr 28
Young, Henry William, Occupation rd, Manor pl, Walworth rd, Skinner. High Court. Pet Jan 26. Ord Apr 29

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